PROGRESSIVE INSURANCE BHD
Registration No.: 197401001891 (19002-P)

STAMP DUTY PAID

SME PROTECTOR POLICY

The benefits(s) payable under eligible product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Progressive Insurance Bhd or PIDM (visit www.pidm.gov.my)

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.

DEFINITION OF WORDS
Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule and are highlighted in the Policy by being shown in bold print, e.g. **Insured**.

Policy
means this policy document, the **Policy Schedule** and any endorsements attached to or forming part of this **Policy.**

Policy Schedule / Schedule
means the document forming part of this **Policy** which sets out the particulars of the insurance cover applicable to the **Policy**.

Period of Insurance
means the period stated in the **Policy Schedule** during which cover under this **Policy** is in force, subject to the terms, conditions and exclusions of this **Policy**.

We/Us/Our
means Progressive Insurance Bhd.

Policyholder/You/Your
means the person, company, organization, or any other entity named in the **Policy Schedule** as the **Policyholder.**

SECTION A – FIRE INSURANCE

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 Section 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.

CONDITIONS

1. DISPLACEMENT

All Insurance under this Section
(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 Section or would be covered if such building, range of buildings or structure were insured under this Section.

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.

2. EXCLUDED COVER

(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 5(f)] or by its undergoing any heating or drying process.
  (c) Loss or damage occasioned by or through or in consequence of
    (1) The burning of property by order of any public authority
    (2) Subterranean Fire
  (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(2) 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 radiation 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 2(2) only combustion shall include any self-sustaining process of nuclear fission.

3. EXCLUDED PERILS

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.

4. EXCLUDED LIABILITY

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.

5. EXCLUDED PROPERTY

Unless otherwise expressly stated in the Section this Insurance does not cover:

(a) Goods held in trust or on commission.
(b) Bullion or unset precious stones.
(c) Any curiosity or work of art for an amount exceeding RM500.
(d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
(e) Securities, obligations, or 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 Section.
(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.

6. CHANGE IN RISK

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.

7. MARINE INSURANCE POLICY

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.

8. FIRE BRIGADE & RESCUE TEAM COST

The Insurance under this Section 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 firefighting 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 Section or immediately threatening to involve such property.

9. RIGHTS TO ACCESS

On the happening of any loss or damage to any of the property insured by this Section, 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 this Section 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 Section 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 Section 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.

10. BASIS OF CLAIM SETTLEMENT

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 to 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.

11. VALUE OF THE INSURED PROPERTY

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 this Section. 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 Agent 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.

12. CONDITION OF AVERAGE

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

13. REINSTATEMENT OF SUM INSURED

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 this Section 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.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION A:

1. ALTERATIONS AND REPAIRS CLAUSE

Notwithstanding condition 6(a) of this Section, workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

2. APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisement of the undamaged property shall be required.

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

3. BRAND, LABEL AND TRADEMARK CLAUSE

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

4. COMPUTER SYSTEMS RECORDS CLAUSE

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

5. DESIGNATION CLAUSE

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

6. FOUNDATION EXCLUSION CLAUSE

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

Note 1: * "upper" maybe substituted for "under".

7. INTERNAL REMOVAL CLAUSE

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

8. OTHER CONTENTS CLAUSE

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

a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1,000
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 RM1,000.00 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 RM1,000
d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1,000 in respect of any one Employee.

9. OTHER INSURANCE CLAUSE

It is understood and agreed that the insured shall be deemed to have complied with condition No. 5 of the General Conditions of the Policy provided that he has declared to the company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

10. OUTBUILDING CLAUSE

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

11. PAIRS AND SETS CLAUSE

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

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

12. PROPERTY DAMAGE CLARIFICATION CLAUSE

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

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

Consequently, the following are excluded from this Section:

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

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

13. REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 11 of this Section, it is hereby declared and agreed that in the event of the property insured under item(s) No(s) (as specified in the schedule) being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) this Section is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of this Section except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under this Section 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 this Section if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Section, 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 this Section (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if:
   a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
   b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

5. No payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

14. TEMPORARY PROTECTION (NON-TARIFF)

This Section is extended to cover the costs necessarily and reasonably incurred for temporary shuttering, boarding up and/or other protection for the safeguarding of the premises and/or contents pending replacement upon the happening of an insured peril giving rise to a claim under this Section.

Provided always that the maximum liability of the Company during any one period of insurance for such costs shall be limited to 10% of the loss or RM10,000 whichever is lower any one occurrence and in the aggregate any one the Period of Insurance.

15. TEMPORARY REMOVAL CLAUSE (Other Property Excluding Stock-in Trade and Merchandise)

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

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

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

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

16. THEFT OF STOCK-IN-TRADE AND MERCHANDISE FOLLOWING FIRE (NON-TARIFF)

This Section is extended to include loss of or damage to the stock-in-trade and merchandise hereby insured by THEFT or any attempt thereat within the Insured Premises during or immediately after the occurrence of a fire hereby insured until the site is accessible to the Insured. Therefore condition 2 (1) (a) of this Section is deemed to be deleted.

Provided always that the Insured shall take all reasonable precautions to safeguard the property insured and the total liability of the Company shall not exceed 10% on the total sum insured for stock-in-trade or maximum RM10,000 whichever is lower for any one occurrence and in the aggregate any one Period of Insurance.

This extension does not cover the following:
(a) Loss due to the fraudulent, dishonest or criminal act by the Insured or the Insured's employee, director, trustee or authorized representative thereof and whether acting alone or in collusion with others;
(b) Mere disappearance of the Insured property is not a loss covered hereby. Any shortage disclosed by an inventory check is not covered hereby unless such shortage can be reasonably shown to have been occasioned by theft or any attempted thereat during or immediately following the fire.

It is further agreed that no payment shall be payable if at the time of any loss or damage to the property insured herein shall be covered by any other insurance or Burglary insurance effected by or on behalf of the Insured.

17. VEHICLE LOAD CLAUSE

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

18. UNVALUED POLICY CLAUSE

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

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION A – SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO:

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

2. **ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (without separate sum insured)**
   The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

3. **CAPITAL ADDITIONS CLAUSE**
   The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in (Item(s) No(s) (as specified in the schedule) of this Section for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1,000,000 per location whichever is the less.

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

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

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

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

4. **COINSURANCE AND LEADER CLAUSE**
   It is hereby declared and agreed notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the Companies each of which agrees for its individual proportion set against its name as specified in the schedule 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 in the schedule.

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

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

5. **CONTRACT PRICE**
   Notwithstanding anything to the contrary contained in Condition 11 of this Section, it is hereby declared and agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

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

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

   Subject otherwise to the terms and conditions of the policy.

7. ELECTRICAL INSTALLATIONS CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

8. ESCALATION CLAUSE

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the item(s) as specified in the schedule, the sum(s) insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers:

i) the sums to be insured under each item above, but in the absence of such instructions the sums insured by the above items shall be those stated on this Section (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the period of insurance up to that renewal date, and
ii) the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of this Section except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

9. HIRE PURCHASE ENDORSEMENT

It is hereby understood and agreed that the party as stated in the Schedule (hereinafter referred to as the Owners) are the owners of the property insured by item(s) as shown in the Schedule and that such 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 the terms of this Section shall be made to the Owners as long as they are the owners of the property and their receipt shall be 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 Section is issued to the Insured as stated in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as 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 Section.

Non-Cancellation Clause

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

10. MORTGAGEE (CHARGEE) CLAUSE

Loss, if any, payable to (the financial institution as specified in the schedule) as Mortgagee (Chargee) 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 Section, 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. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

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

Non-Cancellation Clause

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

11. REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES CLAUSE

Notwithstanding anything to the contrary contained in Condition 11 of this Section, it is hereby declared and agreed that the insurance by Item No as specified in the schedule, extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye- Laws of any Municipal or Local Authority provided that:-

1. The amount recoverable under this Extension shall not include:
   a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
      i) in respect of destruction or damage occurring prior to the granting of this extension,
      ii) in respect of destruction or damage not insured by this Section,
      iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
      iv) in respect of undamaged property or undamaged portions of property.
   b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
   c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

3. If the liability of the Company under (any item of) this Section apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.

4. The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

5. All the conditions of this Section except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

12. REMOVAL OF DEBRIS (WITH SEPARATE SUM INSURED)

The insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-
(a) removal of debris
(b) dismantling and/or demolishing
(c) shoring up or propping
of the portion or portions of the property insured by this Section destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses:
(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
(ii) arising from pollution or contamination of property not insured by this Section.

13. REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance on Item(s) No(s) (as specified in the schedule) hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the:
(a) removal of debris
(b) dismantling and/or demolishing
(c) shoring up or propping
of the portion or portions of the property insured by the said Item(s) above of this Section destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

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

The Company will not pay any costs or expenses:
(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
(ii) arising from pollution or contamination of property not insured by this Section.

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

14. RENT CLAUSE (OWNER - NON OCCUPIER)

On (as specified in the schedule).month's rent insured.
Sum Insured: RM (as specified in the schedule).

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

15. RENT CLAUSE (OWNER - OCCUPIER OF THE PREMISES)

On (as specified in the schedule) months expenses insured.
Sum Insured: RM (as specified in the schedule).

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

16. RENT CLAUSE (TENANT - OCCUPIER OF THE PREMISES)

(i) On (as specified in the schedule).months rent insured. Sum Insured: RM (as specified in the schedule).
(ii) On (as specified in the schedule) months expenses insured. Sum Insured: RM (as specified in the schedule).

This insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against but only in respect of the period necessary for reinstatement or repair and the amount payable shall not exceed:
(i) the amount of rent that the insured is legally liable for; and/or
(ii) the reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere.

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

17. RESTRICTION OF MERCHANDISE WARRANTY (Club/School /Offices)

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

18. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)

Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

19. SPRAY PAINTING WARRANTY A

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

a) No clearing off, mixing, spray painting*, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluent or thinner be deposited therein.

   Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.

b) All paints, lacquer, petrol, solvents, diluents and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door hardwood or of incombustible material.

c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.

d) No artificial lighting, other than explosive-proof or flame-proof electric lights, be used.

e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

* Note: To be replaced with the words "spray painting and powder spraying" in the event the risks involves two processes.

20. SPRAY PAINTING WARRANTY B

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

* Note: To be replaced with the words "spray painting and powder spraying" in the event the risks involves two processes.

21. POWDER SPRAYING WARRANTY A

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

a) No clearing off. mixing, powder spraying, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequate means of ventilation/pneumatic extraction system should be provided.

   Compartments should be constructed of brick and/or cement concrete having floor and roof. Any support should be of incombustible material and any communications should be fitted with door(s) of hardwood or of incombustible material.

b) All electrical lighting and fittings in the powder spraying compartment should be of explosion/flame proof types and no artificial lighting and other spark producing equipment be used in the compartment.

c) All places where dry deposit can accumulate will be cleaned every week with stiff fibre on non-ferrous metal brushes or scrappers and the residue placed in water.

22. POWDER SPRAYING WARRANTY B

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

23. PLASTICS WARRANTY A

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

24. PLASTICS WARRANTY B

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

25. PRINTING PROCESS WARRANTY

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

26. RESTRICTION OF SPRAY PAINTING/POWDER SPRAYING WARRANTY

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

27. STORAGE OF HAZARDOUS GOODS WARRANTY A

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

i)	All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint below 93 C (200F)	3600 Litres (800 gallons)
ii)	All liquids including petrol giving off flammable vapour with flashpoint below 38 C (100F)	900 Litres (200 gallons)
iii)	Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc.	30kg or 4 cases or cartons whichever is higher.

28. STORAGE OF HAZARDOUS GOODS WARRANTY B

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

29. TEMPORARY STORAGE CLAUSE

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

a) the period of temporary storage shall not exceed sixty (60) days.
b) the liability of the Company is limited to 10% of the total sum insured or RM500,000 whichever is the lower for property covered under this clause.
c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

30. AIRCRAFT DAMAGE

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

31. BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES

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

a) loss or damage caused whilst the premises are untenanted.
b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
c) The first RM1,000 ** of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

** Where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

32. BUSH/LALANG FIRE

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 5(i) of this Section, the insurance is extended under Item No (as specified in the schedule) to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

33. DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Section shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured as ascertained after the application of any condition of average.

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

Subject otherwise to the terms and conditions of the Policy.

34. EARTHQUAKE AND VOLCANIC ERUPTION

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 3 of this Section, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

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

Subject otherwise to the terms and conditions of the policy.

35. EXPLOSION

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

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

Provided always that all the conditions of this Section (except in so far as Condition No: 5 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Section.

SPECIAL CONDITIONS

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

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

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

2. If there shall be any other fire insurance on the property insured under this Section, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

36. FLOOD

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

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

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

Excess Clause

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

(a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
(b) the first RM2,500 of each and every loss.

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

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

SPECIAL CONDITIONS

1. This endorsement does not extend the insurance under this Section to cover:
   (a) Consequential loss of any kind.
   (b) Loss or damage caused by hail whether driven by wind or not.
   (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Section.
   (d) Loss or damage caused by explosion except as provided in Condition 5(h) of this Section.
   (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

37. IMPACT DAMAGE EXCLUDING INSURED'S OWN VEHICLES

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Section shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals not belonging to or under the control of the Insured or any member of this family, or any person in and upon the Insured's service, provided that the first RM50 of each and every claims under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

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

Subject otherwise to the terms and conditions of the policy.

38. IMPACT DAMAGE INCLUDING INSURED'S OWN VEHICLES

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Section shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

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

Subject otherwise to the terms and conditions of the policy.

39. RIOT STRIKE AND MALICIOUS DAMAGE

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

Loss of or damage to property insured directly caused by:

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

It is hereby declared further that notwithstanding anything in the within written Section contained to the contrary, the insurance under this Section shall extend to cover Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

SPECIAL CONDITIONS

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

Condition 5

This insurance does not cover:

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

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

Condition 6

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

a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
c) Any acts 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.

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

Condition 8

Unless otherwise expressly stated in this Section this insurance does not cover:

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

Condition 11
This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 20
If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one of this Section shall be separately subject to this condition.

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

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

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

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

(a) 1 % of the total sums insured against such peril on said property by Policies in the name of the Insured, or
(b) RM200
whichever shall be the less, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the Policy.

41. SUBSIDENCE AND LANDSLIP (Standard Cover)
In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Section shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:

a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
c) Loss or damage occasioned by happening through, or in consequence of:
   - coastal or river erosion
   - demolition, structural alteration or structural repair
   - defective design or inadequate construction of foundations
d) in respect of each and every loss, 5% of the total sum insured or RM25,000 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the Policy.

42. SUBSIDENCE AND LANDSLIP (Deletion of Exclusion (a) under this endorsement)

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

b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
c) Loss or damage occasioned by happening through, or in consequence of:
   - coastal or river erosion
   - demolition, structural alteration or structural repair
   - defective design or inadequate construction of foundations
d) in respect of each and every loss, 5% of the total sum insured or RM25,000 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the Policy.

43. AGGREGATE CONDITION OF AVERAGE CLAUSE

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within this Section, policy condition 12 of this Section will apply as though reference to property therein is in respect of all properties of the same insured at the same location insured therein. Accordingly, the sentence “Every item, if more than one of this Section shall be separately subject to this condition” appearing in the text of condition 12 is deemed to have been deleted.

44. AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not insured by this Section which may be acquired by the Insured during the currency of this Policy is automatically held covered up to 10% of the Section limit or RM1 million, whichever is the lower, provided that the Insured shall advise the Company within 30 days of any acquisition of any such properties and shall pay the additional premium from effective date of acquisition.

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

45. TENANTS CLAUSE (As To Interest of The Owner)

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

Subject otherwise to the terms and conditions of the Policy.

46. SELF-INSURANCE CLAUSE

It is hereby declared and agreed that the Insured agrees to self-insurance and that sum(s) insured nominated under item(s) (as specified in the schedule) of this Section represent(s) only (as specified in the schedule) % of the actual Market Value (or reinstatement value in the event that this Section is on reinstatement value basis) of the property insured herein.

In consequence of the foregoing, the Insured agrees to be his own insurer for (as specified in the schedule) % and undertakes to bear that rateable proportion of:

a. each and every loss or damage (including any amounts in respect of fees charges costs and expenses) payable under this Section; and
b. any expenditure payable in the exercise of condition 12 of the General Conditions of the Policy.

It is further declared and agreed that in the event the sum(s) insured under item(s) (as specified in the schedule) of this Section is less than (as specified in the schedule) % of the actual value of the insured property at the time of loss, Condition 12 of this Section (Average Clause) shall apply accordingly.

SECTION B – 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 interruptions 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. DISPLACEMENT

Immediately upon any fall or displacement
(a) of any building Damage to which might give rise to a claim under this Section;
(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 Section 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 Section or would be covered if such building or range of buildings or structure were included in the Premises to which this Section refers.

If any claim be made upon this Section 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 in extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

2. 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.

3. 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 this Section,
(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.

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

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

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

5. CHANGE IN RISK

The insurance by this Section shall cease if:

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

6. 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.

7. 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.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION B:

1. ACCOUNTANT'S CLAUSE

Any particulars or details contained in the Insured's books or documents which may be required by the Insurers under condition 3 of the General Conditions of the Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

2. ACCUMULATION OF STOCK CLAUSE

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

3. ALTERNATIVE BASIS CLAUSE

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

Alternative Trading Clause

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

4. DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the Rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.

5. INTERDEPENDENCY CLAUSE

It is hereby expressly declared and agreed that if damage to any of the joint Insured's premises/property should result in another of the Insured suffering a reduction in turnover or increase in cost of working then such loss is deemed to be covered by this Section notwithstanding that no material damage was sustained by the latter premises/property.

6. MATERIAL DAMAGE PROVISO WAIVER CLAUSE

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

7. NEW BUSINESS CLAUSE

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms, 'Rate of Gross Profit' 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated :-

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

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

8. SALVAGE SALES CLAUSE

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

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

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION B – SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO:

1. ADDITIONAL PERILS ENDORSEMENT

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

1. Aircraft and other aerial devices or articles dropped therefrom.
2. Earthquake and volcanic eruption.
3. Hurricane, cyclone, typhoon, windstorm.
4. Flood (including overflow of the sea).
5. Explosion but excluding loss or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.
6. Impact by any road vehicles, animals not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service; or
   Impact by any road vehicles, animals including any road vehicles, horses or cattle belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service.

7. Bursting or overflowing of water tanks, apparatus or pipes installed in or on the premises insured but excluding water discharged or leaking from an installation of automatic sprinklers.
8. Bush/lalang fire.
9. Subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip.

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

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

2. AUDITORS' FEES CLAUSE

The insurance under item no (as specified in the schedule) of this Section is limited to reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of condition 3 of the General Conditions of the Policy.

3. COINSURANCE AND LEADER CLAUSE

It is hereby declared and agreed notwithstanding anything contained in this Section y, or any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies 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 Section indemnify the Insured in the manner herein described in the schedule:

It is further declared and agree notwithstanding anything contained to the contrary that the lead co-insurer, is authorised to sign the Policy/Endorsement/Renewal Receipt.

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

4. MURDER, SUICIDE, PEST, FOOD OR DRINK POISONING; OR DEFECTIVE SANITARY ARRANGEMENTS

It is hereby agreed and declared that the insurance of this Section is extended to cover contingencies hereunder specified:

(i) Murder or suicide occurring at the Premises.
(ii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises.
(iii) Vermin or pests at the Premises.
(iv) Defects in the drains and other sanitary arrangements at the Premises.

which directly and solely results in the restriction of use of the Premises (whether total or partial) by the order of the competent public authority.

Any interruption of or interference with the Business of the Insured in accordance with the provisions herein contained in the Schedule shall be deemed to be DAMAGE as defined under this Section.

SPECIAL CONDITION

1. Notifiable Disease or illness shall mean illness sustained by any person resulting from:
   (a) food or drink poisoning, or
   (b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)

   an outbreak of which the competent local authority has stipulated shall be notified to them.

2. For the purpose of this memorandum:

   Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning:
   (a) in the case of (i), (iv) and (v) above, with the date of the occurrence or discovery
   (b) in the case of (ii) and (iii) above, with the date from which the restrictions on the Premises are applied

   and ending not later than when restrictions are lifted or the Maximum Indemnity Period thereafter, whichever is the shorter period.

   Maximum Indemnity Period shall mean (as specified in the schedule) Months

   Premises shall mean only those locations stated in the Premises definition; in the event that this Section includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum.

3. The Insurer shall not be liable under this memorandum for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

4. The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

5. The Insurer's liability under this memorandum shall not exceed 10% of Sum Insured or RM10,000,000, whichever is lower in any one period of insurance, after the application of all other terms and conditions of this Section.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72) hours."

5. PREVENTION OF ACCESS

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of this Section , loss as insured by Item(s) No(s) (as specified in the schedule) of this Section resulting from interruption of or interference with the business in consequence of damage by insured peril (as within defined) to property in the vicinity of the Insured's premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the insured therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the accident, beginning with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period shall mean (as specified in the schedule) months.

The Insurer's liability under this memorandum shall not exceed 10% of Sum Insured or RM10 million, whichever is lower in any one period of insurance, after the application of all other terms and conditions of this Section.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72)* hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72)* hours.

6. PUBLIC UTILITIES

In consideration of the payment of additional premium it is hereby declared that subject to the conditions of this Section, loss as insured by this Section resulting from interruptions of or interference with the business consequent upon failure of public supplies of electricity/water/gas (as specified in the schedule) resulting from a damage as defined in this Section at any:

- generating station or substation of the public electricity supply undertaking,
- land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
- water works or pumping station of the public water supply undertaking,

from which the Insured obtains electricity/water/gas(as specified in the schedule) shall be deemed to be loss resulting from damage to property used by the Insured at the premises. Any transmission lines or pipes feeding to the Insured's premises are not included.

A deliberate act of the supply undertaking not performed for the purpose of safeguarding life or protecting the system and rationing not necessitated solely by accidental damage to the supply undertaking's equipment are excluded.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless failure of the public supplies of electricity/water/gas (as specified in the schedule) exceeds (the period as specified in the schedule) and the liability of the Insurers under this extension shall apply only to such period in excess of the period (as specified in the schedule).

7. SPECIAL PERILS ENDORSEMENT - RIOT STRIKE & MALICIOUS DAMAGE ENDORSEMENT

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

A. Riot and Strike damage directly caused by:
   1. The act of any person taking part together with others in any disturbance of the public peace whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 7 of the Special Conditions hereof.
   2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance.
   3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
   4. The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

B. Malicious Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in condition 7 of the Special Conditions hereof.

SPECIAL CONDITIONS

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

Condition 6

This insurance does not cover:

(a) Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or damage to the Premises or the property therein of the Insured caused by the perils insured against under this Section

(b) Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.

(c) Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
(d) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
(e) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 6(e) only, combustion shall include any self-sustaining process or nuclear fission.

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

Condition 7

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
(a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
(b) Mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
(c) Act of terrorism committed by a person or persons acting on behalf or in connection with any organization.

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

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

Condition 10

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

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

1. The liability of the Company shall in no case under this endorsement and this Section exceed the sum insured by this Section.
2. All the conditions of this Section shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions.
3. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by this Section as if this endorsement had not been made thereon.

8. SPECIFIED CUSTOMERS’ PREMISES

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of this Section, loss as insured by Item(s) No.(s) (as specified in the schedule) of this Section resulting from interruptions or interference with the business in consequence of damage (as within defined) to property at any premises in Malaysia, Singapore or Brunei of the undernoted customer(s) shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that if the percentage shown below against the name of the Customer at whose premises damage has occurred shall be less than the percentage of the annual turnover derived by the insured from that customer, the amount otherwise payable under the terms of this memorandum in respect of that customer shall be proportionately reduced.

Customer	Situation	Insurers Liability
(As specified in the schedule)		

Insurers will only be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72) hours.

9. SPECIFIED SUPPLIERS’ PREMISES

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of this Section, loss as insured by Items(s) No.(s) (as specified in the schedule) of this Section resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location under (each of) Item(s) No(s) (as specified in the schedule) shall not exceed the percentage of the sum insured thereunder shown against each situation.

Supplier	Situation	Insurers Liability
(As specified in the schedule)		

Insurers will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the insured is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the insured to maintain the pre loss level of production.

10. UNSPECIFIED SUPPLIERS' PREMISES

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of this Section, loss as insured by Items(s) No.(s) (as specified in the schedule) of this Section resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed 10% of the sum insured thereunder or RM10 million, whichever is the lower.

Situations:

The premises situate in Malaysia, Singapore or Brunei of the insured's suppliers, manufacturers or processors of components, goods and materials.

Insurers will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the insured is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the insured to maintain the pre loss level of production.

11. UPWARD ADJUSTMENT CLAUSE

In the event of the Gross Profit/Gross Rental/Gross Revenue earned during any annual period of insurance (or during the accounting period of 12 months more nearly concurrent with any period of insurance) as certified by the Insured's Auditors being greater than the Sum Insured thereon, the Insured will be held covered to the extent of (as specified in the Schedule) % of the Sum Insured thereof and pro-rata additional premium not exceeding (as specified in the Schedule)% of the premium paid on such Sum Insured for such period of insurance will be charged in respect of the difference.

GENERAL CLAUSES AND EXCLUSIONS FOR FIRE AND FIRE CONSEQUENTIAL LOSS

1. COMMUNICABLE DISEASE EXCLUSION (LMA 5394)

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   (a) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   (b) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   (c) The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

2. CYBER LOSS LIMITED EXCLUSION (LMA 5410)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
   1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
   1.2 any loss of, use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

2. Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

i. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

ii. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

iii. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

3. TOTAL ASBESTOS EXCLUSION CLAUSE
This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

4. TRANSMISSION AND DISTRIBUTION LINES EXCLUSION CLAUSE
All above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to all equipment other than those on or within 1,000 meters from an insured structure and/or premises.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss and/or other contingent losses related to transmission and distribution lines.

However, it is agreed that public utilities extension is not subject to this exclusion.

SECTION C (i) – THEFT

Subject to the terms, exceptions and conditions contained in or endorsed onto this Section, 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 Premises 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 Premises, 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 Section, 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 Section 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 violence.
   or 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 jewelry 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:
   (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.

CONDITIONS

1. 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.

2. ALTERATION OF RISK
No claim shall be recoverable under this Section
(a) if any change shall be made in the Premises or in the conditions of the risk existing at the time of acceptance or
(b) if the intrinsic value of the contents of the Premises be at any time materially increased or
(c) if the benefit of the contract herein contained in this Section 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 Section is first obtained.

3. REDUCTION IN SUM INSURED
All sums which may from time to time be paid under this Section 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.

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

5. 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 misstatement, misrepresentation or suppression, then in any of these cases, this Policy shall be void.

6. AVERAGE
If the property insured shall at the time of any event giving rise to a claim under this Section 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 this Section shall be separately subject to this Condition.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (i):

1. 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.

2. 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 appraisement of the undamaged property shall be required.

3. 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.

4. 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 willfully suffers any other person so to do, commits "Criminal Breach of Trust".

5. 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.

6. FIRST LOSS (WITHOUT AVERAGE) CLAUSE

This Section 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 6 of this section shall not apply.

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

7. 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.

8. 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.
(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 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.

9. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Section 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.

This Section 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.

10. REINSTATEMENT VALUE CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE)

In the event the property insured (excluding stocks-in-trade) under the this Section being destroyed or damaged, the basis upon which the amount payable under this Section 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 this Section 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 this Section 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 this Section 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 Section, 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 this Section (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 this Section 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.

11. 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 this Section 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.

12. TEMPORARY REMOVAL CLAUSE

The property insured (excluding stock and merchandise of every description) under this Section 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.

13. THEFT BY DECEPTION (CHEATING) CLAUSE

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

Cheating is defined in the Penal Code as “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’”.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (i) – SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERTO:

1. BURGLARY ALARM WARRANTY

Warranted that during the currency of this Policy, a Burglar Alarm System be installed in the premises containing the property insured and maintained in good working condition and shall be put into full and proper operation whenever the premises are closed for business or left unattended.

2. BURGLARY ALARM WARRANTY (HANDPHONE)

Warranted that during the currency of this Policy, a Burglar Alarm System be installed in the premises containing the property insured and maintained in good working condition and is linked to the handphone(s) of the Directors/Bosses or Insured’s Authorised Personnel and shall be put into full and proper operation whenever the premises are closed for business or left unattended.

3. BURGLARY ALARM WARRANTY (CMS)

Warranted that during the currency of this Policy, a Burglar Alarm System be installed in the premises containing the property insured and maintained in good working condition and is linked to Central Monitoring System and shall be put into full and proper operation whenever the premises are closed for business or left unattended.

4. CCTV WARRANTY

Warranted that during the currency of this Policy, a Close Circuit Television System be installed in the premises containing the property insured and maintained in good working condition and shall be put into full and proper operation at all times.

5. WATCHMAN/SECURITY GUARD WARRANTY

Warranted that during the currency of this Policy, a watchman or security guard be stationed at the premises described herein after business hours.

6. KEY CLAUSE

Warranted that all car keys pertaining to the Insured's trade must be removed from the Insured's premises after business hours.

7. AUTOMATIC ADDITION AND DELETION CLAUSE

This Section shall automatically "hold cover" any machinery and/or equipment that is acquired by the Insured after the commencement of the Policy for an amount not exceeding RM10,000. 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 Section and pay an additional premium which may be required by or receive a refund premium from the Company as the case may be.

8. EMPLOYEES EFFECT CLAUSE

This Section extends to include loss or damage to clothing 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 in respect of any one employee and in any One Period of Insurance.

9. FULL THEFT COVER CLAUSE

It is hereby declared and agreed that this Section is extended to include THEFT or any attempt thereat 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

(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

(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

10. RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

(i) This Section 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 willful 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) This Section 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).

SECTION C (ii) – PUBLIC LIABILITY

Subject to the terms, exceptions and conditions contained in or endorsed onto this Section the Company will indemnify the Insured against:

(A) All sums which the Insured shall become legally liable to pay as compensation in respect of:
   (1) accidental death or bodily injury to or illness or disease of any person
   (2) accidental loss of or damage to property
   arising from the Business and occurring within the Geographical Limits during the Period of Insurance

PROVIDED THAT the Company shall not be liable to pay more than the Limit of Liability.

(B) All costs and expenses of litigation:
   (1) recovered by any claimant against the Insured
   (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 this Section applies.

LIMIT OF LIABILITY

The liability of the Company under clause (A) above for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed the Limit of Liability for Any One Occurrence stated in the Schedule.

The total aggregate liability of the Company for all occurrences during the Period of Insurance shall not exceed the Limit of Liability for Any One Period stated in the Schedule.

INDEMNITY TO PRINCIPALS

With respect to injury illness disease loss or damage for which the Insured is responsible and happening in connection with the carrying out of work in connection with the Business for any Principal the Company will at the written request of the Insured treat the Principal as though he were also the Insured under this Section provided that the Principal shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Section.

EXCEPTIONS

The indemnity expressed in this Section shall not apply to:

1. liability in respect of injury illness disease loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
2. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
3. liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured or in respect of any sums payable by the Insured under legislation relating to occupational injury or illness or disease or to any person who is a member of the Insured's family ordinarily residing with the Insured
4. liability in respect of injury illness disease loss or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock for mooring
5. liability 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 Organization 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.
6. loss damage liability or expense 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.
7. any liability arising directly or indirectly from:
   (a) mining, processing, transporting, distributing or storing asbestos;
   (b) manufacturing or processing materials containing asbestos;
   (c) any process of decontamination, treatment or control of asbestos;
   (d) the presence of asbestos in any building or structure;
   (e) asbestos pollution or contamination.
8. liability in respect of loss of or damage to property:
   (a) (i) belonging to or
   (ii) held under a hire purchase or conditional purchase agreement by or
   (iii) hired, leased, rented or lent to or
   (iv) under the charge or under the control of the Insured or any servant or agent of the Insured whilst in the course of his duties as such or any member of the Insured's family ordinarily residing with the Insured.

   Provided that damage caused to any motor vehicle or push cycle whilst on the Insured's business premises (not being a motor vehicle or push cycle owned by the Insured or any member of the Insured's family ordinarily residing with the Insured) and belonging to or in the charge or under the control of any servant or agent of the Insured in his private capacity is not excluded by this Exception.

   (b) being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.
9. liability in respect of death or bodily injury including illness of any person or loss of or damage to property 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 trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded under this Section.
   (b) the ownership or possession of or use by or on behalf of the Insured of any lift elevator escalator crane power hoisting machine (other than conveyor belt systems) or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant.
   (c) the ownership possession or use by or on behalf of the Insured of any watercraft aircraft or thing made or intended to float on or in or travel on or through water air or space.
   (d) work on or which is being undertaken or has been undertaken, by the Insured to any watercraft aircraft or thing made or intended to float on or in or travel through water air or space.
   (e) property goods food or drink or their containers sold supplied or constructed or property or goods which have been repaired altered renovated serviced or installed or poisoning or contamination of any kind but this exception shall not apply or extend to

(i) property goods food or drink or their containers before such have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured.

(ii) property goods food or drink or their containers sold or supplied at or from a canteen provided by the Insured primarily for the use of the employees of the Insured.

(f) error or omission in design specification or professional or other 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) vibration or the removal or weakening of or interference with the support of any property land or buildings.

(h) seepage pollution or contamination including the cost of removing nullifying or cleaning up seeping polluting or contaminating substances.

(i) defective sanitary installation.

(j) the bursting of any economizer used in conjunction with a steam boiler or any boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam.

10. any fine or penalty imposed upon the Insured or any punitive, aggravated or exemplary damages awarded against the Insured.

11. the first amount of any claim as specified in the Schedule as the Excess.

12. loss or destruction or damage directly or indirectly caused by or contributed to by or arising from 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 hereof, 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.

SUPPLEMENTARY PROVISIONS

(1) Property in the charge of or under the control of the Insured or any servant of the Insured shall not include buildings temporarily occupied for the purpose of work in the course of the Business.

(2) The Business shall include the provision and management of a canteen, a social, sports or welfare organisation and first aid fire and ambulance services for the benefit of the Insured's employees.

(3) The Insured shall include

(a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

(b) if the Insured so requests

(i) any director of the Insured

(ii) any officer or member of the Insured's social sports or welfare organisation first aid fire or ambulance services in his respective capacity as such.

Provided that such representative director officer or member shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Section.

CONDITIONS

1. WRITTEN NOTICE

In the event of any occurrence which may give rise to a claim for indemnity under this Section the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

2. WITHDRAWAL

The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Section in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall from then on not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

3. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to prevent injury illness disease loss or damage which may give rise to a claim under this Section.

4. LEGAL PERSONAL REPRESENTATIVE

The terms exceptions and conditions of this Section so far as applicable and with any necessary modifications, shall apply to the Insured's legal personal representative.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (ii):

1. ACCIDENTAL DISCHARGE OF FIREARMS CLAUSE

It is hereby declared and agreed that this Section is extended to include liability for Death or Bodily Injury or Damage to Property as within defined caused by or arising out of the accidental discharge of licensed firearms owned or used by the Insured.

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

2. 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.

3. AWAY RISKS CLAUSE

This Section extends to include the Insured's liability as within defined in respect of accidents arising out of the engagements of the actual progress of work undertaken by the Insured or the persons in the service in the course of the business within the territorial limits but away from the defined premises.

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

4. BREACH OF CONDITIONS CLAUSE

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

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

5. CAR PARK LIABILITY CLAUSE

The indemnity granted by this Section applies to accidental loss or damage to any vehicle owned by or in the charge of guests or visitors whilst garaged or parked in or on the Insured's premises and to loss of or damage to any contents of or any accessories on such vehicles provided the vehicles are locked and properly secured.

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

6. CROSS LIABILITY CLAUSE

Where more than one party comprises "The Insured" each of the parties shall for the purpose of this section be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Company hereby agree to waive all rights of subrogation or action which the Company may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

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

7. DEFECTIVE SANITARY ARRANGEMENT CLAUSE

This Section extends to cover the Insured's legal liability caused by defective sanitary arrangements within that section of the premises that is occupied by the Insured.

Provided that the sanitary pipes are checked by a competent person at regular intervals. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

8. DEMONSTRATION AND EXHIBITION CLAUSE

It is hereby declared and agreed that this Section is hereby extended to cover the Insured's legal liability in respect of bodily injury and/ or damage to property whilst the Insured's property is being used for the purpose of demonstration and/or exhibition.

Provided that the liability of the Company under this extension shall not include loss or damage whilst the Insured's property is in transit or loading incidental to such transit.

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

9. FALSE/WRONGFUL ARREST CLAUSE

It is hereby declared and agreed that the meaning of the words Bodily Injury will include false arrest, false imprisonment, wrongful eviction, assault, batter, wrongful detention, prosecution and humiliation provided such acts are not willful.

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

10. INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE

The Company hereby agree to waive all rights of subrogation or action which the company may have or acquire against any director or executive of the Insured, arising out of any accident in respect of which any claim is made.

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

11. INN-KEEPERS LIABILITY CLAUSE

It is hereby understood and agreed that in consideration of an additional premium, this Section shall extend to cover the legal liability of the Insured in respect of the loss of or damage to effects of guests or visitors whilst such effects are in the custody or control of the Insured and the said guests or visitors are in residence at the time of the occurrence of loss, subject to the following conditions:

A. All such bedroom doors in the hotel are fitted with suitable locks and keys.
B. Notice will be prominently displayed stating that the hotel proprietor does not accept responsibility for valuables not left in his charge.
C. Jewelry, gold and silver plate, precious stones and the like deposited with the Insured for safe custody shall be deposited in a substantial locked safe.

D. The Company shall not be liable for any consequence of war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power, riot or civil commotion or loot or pillage in connection therewith.
E. The liability of the Company under this extension shall be limited to RM10,000 in respect of any one loss or series of losses arising out of one event and unlimited in any one year of insurance except in the following cases:
   i. Where such goods shall have been stolen, lost or damaged through the willful act, default or neglect of such inn-keeper or any servant in his employ.
   ii. Where such goods shall have been deposited expressly for safe custody with such inn-keeper or his manager.

Provided always that in the case of such deposit it shall be lawful for such inn-keeper or his manager, if he thinks fit, to require, as a condition of his liability:
A. That the guest shall at the time of such deposit declare the value of such goods.
B. That such goods shall be deposited in a box or other receptacle, fastened and sealed by the person, depositing the same.

Provided always that the inn-keeper or his manager may refuse to receive for safe custody under this section goods of any one guest the declared value of which exceeds RM500, and that he shall in no case be liable for loss of or damage to goods so deposited by a guest to any amount exceeding the declared value thereof.

Provided further that any limitations of liability stipulated by the inn-keeper's ordinance 1952 shall except as provided above be the limit of the Company's liability for all compensation under this clause.

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

12. LIFTS, HOISTS AND ESCALATOR EXTENSION ENDORSEMENT

This Section extends to include liability arising out of the ownership and use of lifts, hoists, escalators and all other plants and equipment installed in the Insured's building.

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

13. LOADING AND UNLOADING ENDORSEMENT

This Section extends to indemnify the Insured in respect of liability for injury or damage caused or arising beyond the limits of any carriage or thoroughfare in connection with:
(a) the bringing of the loading to such vehicle for loading thereon or
(b) the taking away of the loading from such vehicle after unloading therefrom. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

14. LIABILITY OF SUB-CONTRACTORS AND THEIR WORKMEN CLAUSE

This Section extends to indemnify the Insured against legal liability for accidental loss of or damage to the property caused by the negligence of the Insured's sub-contractors or their workmen.

No liability shall attach the Company under this endorsement for damage to the property upon which sub-contractors or their workmen are or have been operating. It is further declared and agreed that the Company shall not be liable for any loss of or damage to property of the sub-contractors or their workmen.

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

15. NON OWNED VEHICLES CLAUSE

This Section extends to cover the Insured's legal liability as specified within arising:
(1) out of the use of any vehicles not owned by the Insured but used on its business,
(2) out of the use of any vehicles hired or leased by any of the Insured's business.

PROVIDED ALWAYS THAT there is no other insurance in force covering any liability at the time of claim. Subject otherwise to the Terms, Exceptions and Conditions of the Policy.

16. PRIVATE WORK FOR DIRECTORS & EXECUTIVES ENDORSEMENT

This Section extends to indemnify the Insured and any director or executive of the Insured in respect of the employment on private duties of any employee of the Insured by such director or executive provided that:
(a) such director and/or executive is not entitled to indemnity under any other policy or policies,
(b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeships with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the director and/or executive,
(c) such director and/or executive shall as though he were the Insured observe fulfil and be subject to the terms exceptions limits and conditions of this Section so far as they can apply,
(d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the schedule under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if this Section were not so extended.

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

17. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Section 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 a deletion, a corruption or a deformation of the original structure.

This Section 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 a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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

SECTION C (iii) – MONEY

Subject to the terms, exceptions and conditions contained in or endorsed onto this Section the Company agrees to indemnify the insured up to the respective amounts stated in the Schedule as the Sum Insured or in all the Total Sum Insured, against

(1) loss of Money by any cause whatsoever occurring in the Situation during the Period of Insurance and
(2) the cost of repair or replacement of any safe or strongroom not otherwise insured directly associated with any theft or attempted theft from such safe or strongroom occurring during the Period of Insurance

Provided that out of Business Hours the safe or strongroom or other depository containing the money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the insured who on leaving the Premises shall remove the keys from the premises.

EXCEPTIONS

The indemnity contained in this Section shall not apply to nor include any:

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 organization 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 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 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.

   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. shortages due to error or omission.

4. loss of Money 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 not discovered within three working days of the occurrence.

5. loss from an unattended vehicle.

6. strike, riot and malicious damage

7. (a) loss or destruction of or damage or expense whatsoever resulting or arising from or any consequential loss 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. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
   (b) loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

8. loss or damage directly or indirectly occasioned by, happening through or in consequence of depreciation, confiscation, requisition and compulsory sale (whether under Statute or otherwise) or seizure by any authority.

9. loss of Money entrusted to any person other than the Insured or employees.

10. loss of Money carried by professional money carrier/security firms.

11. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
    (a) ionizing 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.

CONDITIONS

1. ASSIGNMENT
The interest of the Insured under this Section shall not be assignable except with the written consent of the Company.

2. KEEPING OF RECORDS
A proper record shall be kept in the books of the Insured of all the Money (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all times allow the Company to inspect such books and within one month from the expiry of the Period of Insurance shall supply the Company with a correct statement of all the Money in transit during the said period. A proper record shall also be kept of all Money in the safe(s) or strongroom(s) and in places other than the safe(s) or strongroom(s).

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in this Section.

Money means Cash bank and currency notes cheques, Money Orders, Postal Orders, current postage stamps, credit card sales vouchers revenue stamps, bonds, bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument all belonging to the Insured or for which the Insured has accepted responsibility.

Business means the period during which the Insured's Premises are actually occupied for Business Hours Purposes within the Situation and during which the Insured or his employees entrusted with Money are in the Premises.

Premises means the building/location which the Insured is occupying for business purposes as specified in the Schedule under the heading "Premises"

Situation means Anywhere within Malaysia.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (iii):

1. 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 willfully suffers any other person so to do, commits "Criminal Breach of Trust".

2. DAMAGE TO SAFES, STEEL CABINETS OR STRONG ROOMS EXTENSION
It is hereby declared and agreed that this Section is extended to indemnify the Insured against damage to Safes, Steel Cabinets or Strong Rooms arising from, connected with or traceable to any loss hereby insured.

Provided that the Company has the option to indemnify by payment, reinstatement or repair.

Provided further that the liability of the Company under this extension shall not exceed RM1,000.00 any one loss or any one period of insurance.

3. 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'".

4. KEY WARRANTY
Warranted that this Section does not cover the loss of Money from locked drawers, safes or strongrooms following the use of the keys or combination numbers unless the keys or combination numbers are obtained by threats or violence. It is a condition of this Section that whenever the Premises are left unattended the keys to the locked drawers, safes or strongrooms and record of the combination numbers are removed from the Premises by the Insured or employee of the Insured

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (iii) – SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO:

1. BURGLAR ALARM (CENTRAL MONITORING STATION) WARRANTY
Warranted that the premises insured are protected by a burglar alarm system connected to an approved monitoring central station.

2. 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 installed it and it shall not be withdrawn altered or varied without the prior written consent of the Company.

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

3. CASH CARRYING WARRANTY
It is warranted that during the currency of this Section, all carrying of cash, bank notes, current stamps and uncrossed cheques exceeding the amount specified in the Schedule must be accompanied by at least two (2) senior employees or by professional money carrier/security firm.
Subject otherwise to the Terms and Conditions of the Policy.

4. INCREMENT ON LIMIT OF LIABILITY (2X)
It is hereby declared and agreed that the limit of liability any one event for Money in Transit and Money in Premises is automatically increased to 2 times of the limit as per schedule during the following periods as stated in the schedule.

Provided that all monies received must be banked in the next available banking date.

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

5. PROFESSIONAL MONEY CARRIER/SECURITY FIRM ENDORSEMENT
This Section extends to cover money in transit whilst in the custody of the Professional Money Carrier/Security Firm provided such loss is not recoverable under the agreement between the Insured and the professional carrier firm.

6. REINSTATEMENT OF SUM INSURED CLAUSE (applicable to Money in Premises only)
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 this Section calculated on the amount of loss on a pro rata basis form the date of such loss to the expiry of the current period of insurance.

SECTION C (iv) – EMPLOYER'S LIABILITY

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of this employment by the Insured in the Business.

The Company will subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon (hereinafter collectively referred to as Terms of this Section) indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

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

EXCEPTIONS

The Company shall not be liable in respect of:
1. The Insured's liability to employees of contractors to the Insured
2. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
4. Any injury by accident or disease sustained outside the Geographical Area.
5. Any liability of the Insured to pay compensation to any employee or to the legal personal representatives or dependants of an employee by virtue of any Workmen's Compensation law.

6. Any injury by accident or disease attributable to war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) acts of terrorism, civil war, mutiny, rebellion, revolution, insurrection or military or usurped power
   NB1 : Acts 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.
7. Any liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
   i. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
   iii. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

CONDITIONS

1. **Legal Proceedings**
   No admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

2. **Cyber Risk Clause**
   (Information Technology Hazard Clarification Clause)
   The indemnity expressed in this Section shall not apply to liability in respect of any claim or loss arising out of any activities and/or business conducted and/ or transacted via the Internet, Intranet, Extranet an/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (iv):

1. **AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**
   The insurance afforded by this Section is automatically extended to include additions of further employees who, by virtue of their employment, are entitled to the benefits of this Section.

   Warranted employees leaving the employ of the Insured are automatically deleted from this Section.

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

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

SECTION C (v) – GROUP PERSONAL ACCIDENT (ADPD only)

We agree to indemnify you in the manner and to the extent described in this Section and in the **Schedule,** in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required premium.

Definition of Words
Certain words have been defined below. These have the same meaning wherever they are used in this Section or the Schedule and are highlighted in this Section by being shown in bold print, e.g. **Insured, Injury** etc.

Insured Person
means each person eligible for cover under this **Section** and specified or described as an **Insured Person** in the **Policy Schedule.**

Accident
means a sudden, unforeseen and fortuitous event, external to the body of the Insured Person, occurring during the Period of Insurance.

Injury/Bodily Injury
Means physical **Injury** suffered by you caused solely and directly by an **Accident** and independently of any other cause, including any illness, disease, physical or mental condition or degenerative process, except as otherwise provided under this **Section**.

Permanent Disablement means a disablement resulting from **Bodily Injury** caused solely and directly by an **Accident** which has lasted continuously for at least twelve (12) consecutive months and is beyond hope of improvement.

Loss of Use
means the total and permanent loss of all functional use of the relevant limb, hand, arm, leg, finger or toe, which has lasted continuously for at least twelve (12) months and is certified by a Medical Practitioner as being beyond hope of improvement.

Capital Sum Insured
means the amount specified in the **Policy Schedule** against the applicable benefit and which represents the maximum amount payable under that benefit, subject to the terms and conditions of this **Section**.

We will pay You for any Accident:

The compensation for death or disablement (the **Benefits**) as described below if the **Insured Person** is injured and, within twelve (12) calendar months from the date of the **Accident**, suffers death or disablement as a result of the **Accident**, provided that the **Accident** is the sole and direct cause of such death or disablement.

Benefits	Compensation

A.	**Accidental Death**	**The Capital Sum Insured for Death specified in the Schedule**

B.	**Permanent Loss or Disablement**	**We** will pay a percentage of the **Capital Sum Insured** specified below if the Insured Person suffers Permanent Disablement as a result of an Accident. The percentage payable is shown below against each Benefit but shall not exceed in all 100% for any one **Insured Person.**
B1.	Total and permanent disablement from engaging in or attending to any occupation or employment.	100%
B2.	Total and permanent loss of all sight in one eye or both eyes, including complete loss of perception of light	100%
B3.	Total loss by physical severance or total and permanent **loss of use** of: a. one or two limbs b. one or two hands c. arm above the elbow d. arm at or below the elbow e. leg above the knee f. leg at or below the knee	 100% 100% 100% 100% 100% 100%
B4.	Permanent total insanity	100%
B5.	Total and permanent loss of: a. Sight in one eye except perception of light b. lens of one eye	 50% 50%
B6.	Total loss by physical severance or total and permanent **loss of use** of: a. thumb and four fingers of one hand b. four fingers of one hand c. thumb (two phalanges) d. thumb (one phalanx) e. index finger (three phalanges) f. index finger (two phalanges) g. index finger (one phalanx) h. middle finger (three phalanges) i. middle finger (two phalanges) j. middle finger (one phalanx) k. ring finger (three phalanges) l. ring finger (two phalanges) m. ring finger (one phalanx) n. little finger (three phalanges) o. little finger (two phalanges) p. little finger (one phalanx) q. all toes of one foot r. great toe (two phalanges) s. great toe (one phalanx) t. any other toe	 70% 45% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 3% 2% 17% 5% 2% 3%

	Benefits	Compensation
B7.	Total and permanent loss of: a. hearing in two ears b. hearing in one ear c. speech	 75% 25% 60%
B8.	Any permanent partial disablement not specified above other than loss of sense of taste or smell	The percentage payable shall be assessed by **Us**, based on the opinion of **Our** advisers, at a percentage which is not inconsistent with the percentages specified above and without regard to the **Insured Person's** employment or occupation.

Compensation Limits in respect of any one Insured Person:

We shall not pay for:

a. any specific Accident under Benefits B where, for that same **Accident** greater compensation is payable for another part of **Benefit B** which includes that specific **Benefit,**
b. **Benefit A** in addition to any **Benefit B** if caused by the same **Accident,** except that if payment has been made under any part of **Benefit B** and death occurs subsequently solely caused by and within 52 weeks of the **Accident,** then **We** will pay any difference if the compensation payable for **Benefit A** is greater than that already paid for **Benefit B**.
c. more than 100% of the Capital Sum for **Benefit A** or **Benefit B** (whichever is the higher) in any one period of insurance in aggregate for any or all of **Benefits** for any one **Insured Person.**
d. **Benefit B1** until one year after the happening of the event.
e. **Benefit B8** until the total amount of compensation shall have been ascertained and agreed.

OVERALL COMPENSATION LIMIT

If there is more than one **Insured Person** under this **Section, Our** maximum aggregate liability in respect of all **Insured Persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit as stated in the **Policy Schedule** or the aggregate of the amount of Compensation payable in respect of such **Insured Persons**, whichever is the less.

If the aggregate amount of all claims for **Injury** to **Insured Persons** travelling in one conveyance exceeds the Conveyance Limit as stated in the **Policy Schedule**, the Company's liability in respect of each of such **Insured Persons** will be a ratable proportion of the Benefits due in respect of that **Insured Person**.

Special Provisions

1. **Exposure**
   If an **Insured Person** suffers an **Accident** and thereafter in consequence of that **Accident** suffers death or disablement as a result of exposure to the elements; we will consider such death or disablement as having been caused by an **Accident**.

2. **Disappearance**
   We shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads **Us** to the conclusion that death was caused by and **Accident.** However, if at any time after payment of Compensation for such death the **Insured Person** is found to be living, such Compensation shall be refunded to **Us.**

3. **Drowning or Suffocation**
   If an **Insured Person** suffers death or disablement as a result of drowning or suffocation by poisonous fumes, gas or smoke, **We** will consider such death or disablement as having been caused by an **Accident**.

EXCEPTIONS

We will not pay compensation for:

1. **Accident**, death, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other event contributing concurrently or in any other sequence to the loss:

   a. ionising radiation 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 similar reaction, 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 shall 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.

2. **Accident** caused by:
   (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 violence, or looting, sacking or pillage in connection with any of the aforementioned occurrences.

3. **Accident** caused by the **Insured Person** engaging in:
   (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
   (b) any trade, technical or sporting activity or as crew in connection with an aircraft;
   (c) any trade or as a crew in connection with any ship/vessel and/or as stevedores;
   (d) any police, armed forces, naval or air force service or operations.

4. **Accident** caused by the **Insured Person** engaging in or practicing for:
   (a) parachuting;
   (b) hang gliding;
   (c) any kind of race (other than on foot or swimming), or trial of speed or reliability;
   (d) potholing, mountaineering or rock climbing necessitating the use of a guide or rope;
   (e) underwater activities necessitating the use of compressed air or gas.

5. **Accident** caused by:
   (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
   (b) pregnancy or childbirth;
   (c) insanity;
   (d) any pre-existing physical or mental defect or infirmity;
   (e) injury to any tooth, teeth, denture or dental prosthesis caused directly or indirectly by chewing, biting or eating;
   (f) the **Insured Person** being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
   (g) the **Insured Person** being under the influence of alcohol, unless it can be established to **Our** reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Accident.**

If **We** allege that any claim is not covered by this Section by reason of any of the General Exceptions, the burden of proving that such claim is covered by this Section shall be upon **You**.

CONDITIONS

The conditions which appear in the **Section** or in any Endorsement are part of the contract and must be complied with. They are where their nature permit conditions precedent to the right to recover from **Us**.

1. **You** must advise us in writing as soon as **You** are aware of any change in the employment, occupation, duties or pursuits of any **Insured Person,** or any other change which may increase the possibility of a claim under this **Section**. **You** may be required to pay additional premium as a result of any such change.

2. **We** shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and **Your** receipt or that of **Your** legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge **Our** liability.

3. The **Insured Person** must be a person who is employed by, or otherwise engaged to work for, the **Policyholder** in Malaysia and who meets the eligibility requirements specified in the **Policy Schedule**.

   The **Insured Person** must be actively working in Malaysia at the commencement of cover and throughout the **Period of Insurance**, subject otherwise to the terms, conditions and exceptions of this **Section**.

4. The eligible age for adult is a minimum of sixteen (16) years of age or a maximum of sixty four (64) years of age at time of entry. In respect of the renewal of **Policy** purchased before the age of sixty five (65) years, cover can be continued until the **Insured Person** reaches the age of seventy (70).

5. It is a condition of this **Section** that the **Insured Person** is ordinarily residing in Malaysia and does not remain outside Malaysia for more than ninety (90) consecutive days. Where the **Insured Person** remains outside Malaysia for more than ninety (90) consecutive days, cover shall be suspended from the ninety-first (91st) day and shall resume upon the **Insured Person's** return to Malaysia, unless otherwise agreed by the Company in writing. No benefit shall be payable in respect of any **Accident** occurring during the period in which cover is suspended.

6. In the event of **Benefits** being expressed as a proportion of annual salaries or wages:

   a) **You** shall declare the number of employees (designated as the **Insured Persons** in the Schedule) engaged in each specified Trades or Occupations (except as otherwise stipulated by or agreed by **Us**) as at the date of the inception of this **Policy** and **You** shall give written notice to **Us** of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.

   b) The first premium and all renewal premiums accepted by **Us** shall be calculated based on the amount of wages, salaries and other earnings paid by **You** to employees during each **Period of Insurance**. **You** shall maintain proper and accurate records of the names of all such employees and the amount of wages, salaries and other earnings paid to them. **You** shall at all times permit **Us** to inspect such records and shall provide **Us** with a correct account of all wages, salaries and other earnings paid during each Period of Insurance within one (1) month from the expiry of that **Period of Insurance**.

CLAIMS CONDITIONS

The payment of claims under this **Section** is dependent upon observance of its terms and conditions by **You,** and so far as they apply, by the **Insured Person** or any other claimant.

1. **You** must report in writing to **Us** as soon as reasonably possible, full details of any **Accident** which may result in a claim under this **Section**.

2. **You** or the **Insured Person** shall employ the services of a registered medical practitioner and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary.

3. All certificates, information and evidence must be provided at **Your** expense or at the expense of any claimant in the form and nature required.

4. The **Insured Person** may have to undergo further medical examination required by **Us** at **Our** expense.

5. In the event of death of the **Insured Person, We** shall require sight of the death certificate and may require a post-mortem examination at **Our** expense**.**

6. **You** or anyone acting on **Your** behalf must not make any fraudulent, false or exaggerated claims, otherwise **We** shall be under no obligation to make any payment under this **Section**.

7. Where **We** have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to an independent arbitrator acceptable to the parties involved. Where any dispute 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.

8. If **We** offer an amount in settlement of a claim or disclaim liability in respect of a claim, and **You** do not refer the claim to arbitration as required under Condition 7 or commence legal proceedings in respect of the claim within twelve (12) calendar months from the date of such offer or disclaimer, the claim shall be deemed to have been abandoned and **We** shall have no liability in respect of such claim.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (v):

1. **AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**
   It is hereby declared and agreed that additional **Insured Persons** will automatically be held covered under this **Section** up to a limit as specified in the **Schedule** provided that notice of each addition be advised by **you** within 14 days of the date of commencement of employment and the appropriate premium paid.

   Deletions of **Insured Persons** will be similarly effected from the date of termination of their employment.

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

2. **FLYING ON UNSCHEDULED AIRCRAFT/HELICOPTER ENDORSEMENT**
   This **Section** shall extend to cover the **Insured Person** whilst travelling as a passenger in an aircraft operating on an unscheduled service or in a single-engine chartered aircraft, including a helicopter, provided always that such aircraft or helicopter is duly licensed for the carriage of passengers and is operated by a qualified pilot holding a valid licence.

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

3. **MOTORCYCLING CLAUSE**
   This **Section** shall extend to cover the **Insured Person** whilst engaging in motorcycling as a driver or pillion rider for private or business purposes, provided always that the motorcycle is legally registered and licensed for use and, where the **Insured Person** is the driver, the **Insured Person** holds and maintains a valid motorcycle driving licence of the appropriate class, and the motorcycle is not being used without the lawful authority or consent of its owner.

   It is a condition precedent to the Company's liability that the **Insured Person** wears a crash helmet of an approved type whilst riding or operating the motorcycle.

   The Company shall not be liable to make any payment in respect of death or injury arising from or attributable to the **Insured Person's** participation in any racing, pace-making, speed contest, reliability trial, speed trial or other competitive or organised motorcycling event.

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

4. **FOOD AND DRINKS CLAUSE**
   This **Section** shall extend to cover death and/ or **Bodily Injury** sustained by the **Insured Person** due to accidental consumption of contaminated or poisonous food or drink.

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

5. **KIDNAPPING ENDORSEMENT**
   This **Section** extends to cover death and **Bodily Injury** to **Insured Person** arising from kidnapping.

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

6. INSECT, SNAKE, VERMIN, ANIMAL BITES ENDORSEMENT

This **Section** shall extend to cover Death and **Bodily Injury** (excluding diseases) caused thereby to **Insured Person** due to harmful insect, snake, vermin, and animal bites.

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

7. NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this **Section** or any endorsement thereto it is agreed that this **Section** excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this **Policy** by 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 or ideological purpose or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If **We** allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

8. UNPROVOKED MURDER, ASSAULT OR ANY ATTEMPT THREAT ENDORSEMENT

This **Section** shall extend to cover death or **Bodily Injury** to the **Insured Person** as a result of Murder or Assault or any attempt threat excluding death or **Bodily Injury** sustained where the Insured Person was committing or intended to commit such act therein.

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

9. INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (LMA5500 13 May 2020)

1. This Insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
2. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
3. This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
4. Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

SECTION C (vi) – FIDELITY GUARANTEE

Subject to the terms, exceptions and conditions contained herein or endorsed hereon which are deemed to be conditions precedent to any liability on the part of the Company so far as they relate to anything to be done or complied with by the insured the Company agrees to reimburse to the Insured all such direct pecuniary loss not exceeding the Amount of Guarantee as the Insured shall sustain by all acts of fraud or dishonesty committed by any of the Employee or in respect of each of the Employee as specified in the Schedule committed.

(a) during the Period of Insurance stated in the Schedule and
(b) during the uninterrupted continuance of employment of such Employee and
(c) in connection with his occupation and duties and discovered during the Period of Insurance or within six months thereafter or within six months after the termination of such employment whichever shall happen first.

CONDITIONS

1. Change In Risk

The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the Occupation or duties or conditions of service of any of the Employee shall be changed or the remuneration of any of the Employee be reduced without the sanction of the Company or if the precautions and checks for securing acccuracy of the accounts mentioned in the said proposal and correspondence relative thereto shall not be duly observed.

2. Aggregate Liability

If this Policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Section and also under any this Section in respect of fraud or dishonesty of the Employee the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Insurance and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Amount of Guarantee set against the name of such Employee in the Schedule or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.

3. Conviction Of Employee
Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section the Insured shall immediately upon becoming aware of such loss give immediate notice to the Police and take all practical steps to prosecute the Employee involved to conviction for any criminal act which the employee involved shall have committed.

4. One Claim Per Employee
The Company shall not be liable to pay more than one claim in respect of any one of the Employee.

5. Rights Of The Company
All books of accounts of the Insured or any Accountant's report thereon shall be opened to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement from anyone of the Employee or his estate of any moneys which the Company shall have paid or become liable to pay under this Section.

6. Retention Of Money
Any money of any one of the Employee in respect of whom a claim is made in the hands of the Insured and any money which but for any act of fraud or dishonesty committed by such one of the Employee would have been due to that Employee from the Insured shall be deducted from the amount of loss before a claim is made under this Section. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

7. Diminution Of Amount Guaranteed
Upon the happening of any circumstances covered by this Section, the Aggregate Limit of Guarantee for the period shall immediately stand reduced by the amount paid or payable by the Company in respect of the act or acts of fraud or dishonesty involved.

8. Condition Precedent To Liability
It shall be a condition precedent to the Company's liability under this Section that:
(a) the Insured has complied with all the terms of this Section: and
(b) the statements and answers in the:
  (i) Proposal Form; and
  (ii) any claim form; and
  (iii) any notice of change in circumstance
or given separately in support of any of them (whether by the Insured or any other person), are true and correct.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (vi):

1. PROPERTY DAMAGE CLARIFICATION CLAUSE
Property damage covered under this Section 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 a deletion , a corruption or a deformation of the original structure.

This Section 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.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (vi) – SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO:

1. AUDITORS AND ACCOUNTANTS FEES CLAUSE
In the event of a claim being admitted under this Insurance, this Section shall include Auditors and/or Accountants fees to an amount not exceeding as specified in the schedule each fees being reasonably incurred in:
a) providing satisfactory proof of pecuniary loss by the Insured.
b) preparation of a detailed statement as required under Conditions 6 of this Section.
Provided that the terms Auditors and/or Accountants under this clause shall mean a professional Auditor and/or Accountant approved by both the Company and the Insured, or falling such joint approval; nominated by the president of the Malaysian Society of Accountants.

2. AUTOMATIC ADDITIONS AND DELETIONS CLAUSE
It is hereby declared and agreed that this Section is extended to cover any addition or deletion of employee provided that the insured shall declare to the insurer such employee within one (1) month from the date of commencement or termination of employment.

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

SECTION C (vii) – PLATE GLASS

Subject to the terms, exceptions and conditions contained herein or endorsed hereon if at any time during the Period of Insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this Section there shall happen any breakage of glass described in the Schedule (including any writing painting or ornamentation thereon or alarm tapes if such are specifically included in the Schedule) the Company will at its option reinstate such glass or pay to the Insured the costs of reinstatement.

Provided that the Company's liability to reinstate or pay reinstatement costs pursuant to this Section shall be limited to the declared value stipulated in the 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 any 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 unless specially declared as such and specially included in the Schedule.
(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) Loss or damage directly or in directly caused by or contributed to by or arising from:
    i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
    ii) 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
    iii) martial law or state of siege or any of the events or causes which determine the proclamation of maintenance af martial law or state of siege
    iv) any act of any person acting on behalf of or in connection with any Organization 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.
(f) Breakages loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    iv) 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.
(g) Damage to or breakage of writing, painting, ornamentation or alarm tapes unaccompanied by the breakage of glass even when such items are specifically included in the Schedule.
(h) Breakage due to dilapidation of frames or framework.

CLAUSES / ENDORSEMENTS / WARRANTIES APPLICABLE TO SECTION C (vii):

1. ALTERATIONS AND REPAIRS CLAUSE

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

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

2. AUTOMATIC REINSTATEMENT OF SUM INSURED

It is hereby declared and agreed that in the event of any claim sustainable under this Section the sum insured in respect of the item against which payment is made is reinstated upon payment of the appropriate additional premium to the Company until the expiry date of the Policy.

3. 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.

4. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Section 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 a deletion, a corruption or a deformation of the original structure.

This Section 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.

5. REINSTATEMENT VALUE CLAUSE

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

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby 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 this Section 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 this Section 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 Section, 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 this Section (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 this Section 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.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. ARBITRATION

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.

2. 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 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.

3. CLAIM PROCEDURE

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 or 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.

Applicable to Fire Consequential Loss

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 minimize 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.

4. COMPANY'S RIGHTS

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

(a) 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
(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
(c) 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.

Applicable to Public Liability

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 occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence 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 damages 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.

5. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to the liability of the Company to make any payment under this Policy.

6. CONTRIBUTION

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

7. DUTY OF DISCLOSURE

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.

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.

8. FRAUDULENT CLAIM

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 13 of the General Conditions of the 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.

9. JURISDICTION

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia nor to orders obtained in the said Court for the enforcement of judgements made outside Malaysia whether by way of reciprocal agreements or otherwise.

10. LOSS NOTIFICATION

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy. Provided the claim is intimated not later than 14 days from the date of loss.

11. MEANING

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.

12. NOTICE

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

13. PAYMENT OF PREMIUM

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.

14. 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 required before or after his indemnification by the Company.

15. TIME LIMITATION

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.

GENERAL CLAUSES, EXCLUSIONS AND WARRANTIES APPLICABLE TO ALL SECTIONS

1. 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).

2. DATE RECOGNITION CLAUSE

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

a. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not. and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
   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 or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

c. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

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

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in a, b, c or d above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the policy.

3. INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE

This Policy does not cover any liability in respect of:

a) Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to loss of physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.

b) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.

c) Fines, penalties, punitive or exemplary damages.

Furthermore, it is agreed that the Company is only liable for such claims which have been reported to the Company within twelve months from the occurrence of the otherwise indemnifiable happening.

4. 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.

5. PREMIUM WARRANTY

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

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

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

Subject otherwise to the terms and conditions of this policy.

6. RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

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

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

7. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re)insurer shall be deemed to provide cover and no re(insurer) shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment if such claim or provision of such benefit would expose that {re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8. TAX CLAUSE

Please be informed that you are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) by the Malaysia tax authorities in relation to this Policy.

9. TERRORISM EXCLUSION ENDORSEMENT

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating in any act of terrorism.

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

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

10. WAR & CIVIL WAR EXCLUSION CLAUSE

This insurance does not cover any liability assumed by the Company for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, all as may be defined in the original policies.

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.

DISCLOSURE & POLICY STATEMENT

1. Under the prudential framework of Corporate Governance, the following avenues have been set up to handle customer grievances: -

   d) The Customer Care Officer of Progressive Insurance Bhd (197401001891 / 19002-P) ("Company") at tel: 1-800-888-458 or fax: + 603 2118 8103.

      At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.

   e) Financial Markets Ombudsman Service (FMOS) at tel: 03-2272 2811 or fax: 03-2272 1577

      Any policyholder who is not satisfied with the decision of an insurance company may write to the FMOS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate FMOS's reference.

      An award of the FMOS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMOS's decision and pursue an alternative legal recourse instead. There is no fee charged for service of the FMOS.

      The address is: - **Financial Markets Ombudsman Service (FMOS)**
      Level 14, Main Block
      Menara Takaful Malaysia
      No. 4 Jalan Sultan Sulaiman
      50000 Kuala Lumpur

   f) BNMLINK (Laman Informasi Nasihat dan Khidmat) of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 or webpage: https://bnm.gov.my/BNMLINK.

      Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

      The address is: - **BNMLINK**
      4th Floor, Podium Bangunan AICB
      No. 10, Jalan Dato' Onn
      50480 Kuala Lumpur

2. By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.

3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.

4. **CONSENT TO USE OF PERSONAL DATA :** Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Data Protection Officer, Progressive Insurance Bhd, Level 6,9 and 10, Menara Cosway, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone: 03-21188128 or 1-800-888-458 or fax: +603 21188098 or email dpo@progressiveinsurance.com.my.

   By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above. For Privacy Notice, please refer to our website: www.progressiveinsurance.com.my