



**Liberty**  
**Insurance®**

**All Risk (Office Equipment)**

**Terms & Conditions**

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## **ALL RISKS (OFFICE EQUIPMENT) POLICY**

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**WHEREAS** the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Insurers for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that during the Period of Insurance the Property or any part of it is lost destroyed or damaged by ANY ACCIDENT OR MISFORTUNE whilst within the Situation the Insurer will indemnify the Insured by at their option repairing replacing or paying the amount of the loss destruction or damage.

**PROVIDED THAT** The Insurers' liability in respect of any item shall not exceed the Sum Insured for such item.

### **EXCEPTIONS**

The Insurer shall not be liable for loss destruction or damage

1. caused by or happening through
  - a. vermin insects mildew wear and tear depreciation or other deterioration or any process of repairing restoring or renovating.
  - b. riot civil commotion volcanic eruption subterranean fire earthquake or other convulsion of nature.
  - c. confiscation detention nationalisation requisition or wilful destruction by any government public municipal local or customs authority.
  - d. mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which the Insured is entitled to indemnity under this Policy.
2. directly or indirectly caused by or contributed to by or arising from
  - a. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power.
  - b. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
  - c. nuclear weapons material.

### **CONDITIONS**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.

3. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Insurers.
4. The Insured shall take all reasonable precautions for the safety of the Property.
5. If any event giving rise or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall
  - a. give notice in writing to the Insurers as soon as possible
  - b. take immediate steps to minimise the damage and recover any missing Property
  - c. give immediate notice to the police if the claim be for loss or theft
6. If the loss destruction or damage is covered by any other insurance the Insurers shall not pay more than their rateable proportion.
7. The Insured shall give all reasonable assistance to the Insurers in dealing with any claim and shall permit the Insurers at their own expense. To take all necessary, steps for enforcing any right against any other party. In the name of the insured before or after meeting the Insured's claim.
8. Whenever a Sum Insured is declared to be Subject to Average ii the property covered thereby shall at the lime of any loss destruction or damage be collectively of greater value than such Sum Insured then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.
9. This Policy may be cancelled by the Insurers sending seven days· notice by registered letter to the last known address of the Insured.
10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside and their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurers. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator Arbitrators or Umpire. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have abandoned and shall not thereafter be recoverable hereunder.
11. The Agents of the Insurers shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Insurers nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the Agent it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Insurers under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

**N.B. For your own protection please read this Policy and its Conditions and if the Policy be not filled in correctly or according to your intention return same to the office for alteration.**

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## **ENDORSEMENT/CLAUSES/WARRANTIES**

(Not included in the Policy unless specified in the Schedule)

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### **RIOT AND CIVIL COMMOTION**

It is hereby declared and agreed that the words 'riot civil commotion' in Exception (1)(b) of the Policy are deemed to be deleted.

### **EXCESS CLAUSE**

In respect of each and every claim the insured will be responsible for the first amount as shown in the Schedule against this Endorsement.

### **AUTOMATIC ADDITIONS AND DELETIONS**

This insurance automatically extends to include or delete all office equipment being the Insured's own or for which they accept responsibility, and any similar item inadvertently omitted from the Schedule to the extent of its purchase price plus any improvements, subject to an amount not exceeding 10% of the Sum Insured.

Provided that notice of each addition be advised by the Insured within 60 days of each addition and the appropriate additional premium paid. Deletion of items will be similarly effected.

### **REINSTATEMENT OF LOSS**

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

### **TEMPORARY REMOVAL**

The property insured under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises.

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 to property held by the Insured in trust, nor does it apply to items covering stocks and merchandise of every description.

### **MARKET VALUE CLAUSE**

It is hereby understood and agreed that in event of a loss to the property insured herein, the limit of indemnity of the Company shall be the Insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the policy.

For the purpose of this clause, 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 clause be determined by valuation obtained by the Company from the manufacturer, authorised sole 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 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 distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster registered under Financial Services Act, 2013 or Registered Valuer under Valuers and Appraisers 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 Valuers and Appraiser Act, 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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

### **TEMPORARY STORAGE CLAUSE**

It is hereby declared and agreed that subject to the terms and conditions of this Policy the property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia 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 RM 500,000.00 whichever is the lower for property covered under this clause.
- c) The Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- d) This insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis.

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

### **DESIGNATION**

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

### **APPRAISEMENT**

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

### **LOSS NOTIFICATION**

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

### **THEFT BY DECEPTION (CHEATING) CLAUSE**

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

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

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

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

### **CRIMINAL BREACH OF TRUST 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 criminal breach of trust set out in the Penal Code.

Criminal Breach of Trust as defined in the Penal Code is as follows: -

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriate or converts to his own use that property, or dishonestly uses or disposes of the property in violation of any direction of

law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commit 'criminal breach of trust'."

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

#### **PAYMENT ON ACCOUNT**

In the event of the occurrence of a loss under this insurance, the Insurer would make payment on account in respect of such loss to the Insured if desired.

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

#### **CAPITAL ADDITIONS**

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property specified hereof for an amount not exceeding 10% of the sum insured or RM 100,000.00 whichever is the lower it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium.

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

#### **VEHICLE LOAD**

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

Subject otherwise to the terms conditions and exceptions of this Policy

#### **INTERNAL REMOVAL**

It is understood and agreed that in the event of removal of property from one building to another at any 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.

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

#### **HIRE PURCHASE**

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

#### **LEASING ENDORSEMENT**

It is hereby understood and agreed that the Company specified in the Schedule against this Endorsement (hereinafter referred to as the lessors) are the owners of the property insured by this Policy such items as specified in the Schedule and that such property is the subject of a Leasing Agreement made between the Lessors of the one 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 Policy shall be made to

Lessors as long as they are the owners of the Property and their receipt shall be full and final discharge to the Insurers in respect of such loss or damage. It is understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Policy is issued to the Insured as the principle party and not as agent or Trustee for the lessors and nothing herein shall construed as constituting the Insured, and agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors of his rights benefits and claims under this Policy, nothing herein shall construed as creating any right in the Lessors to sue the Insurers in any capacity whatsoever for any breach of its obligations hereunder.

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

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

Subject otherwise to the terms and conditions of this Policy.

## AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- a) **Complaints Management Unit**  
**Liberty General Insurance Berhad**  
*Formerly known as AmGeneral Insurance Berhad*  
**Customer Service Executive, Customer Contact Centre**  
Corporate Tower 9,  
Level 13A,  
Pavilion Damansara Heights,  
3 Jalan Damania,  
50490 Kuala Lumpur.  
Tel. No. : +603 2268 3333 (General Line) or 1 300 88 8990  
Fax No. : +603 2268 2222  
Email : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
- b) **Ombudsman for Financial Services (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel. No. : +603 2272 2811  
Fax No. : +603 2272 1577
- c) **BNMLINK (Laman Informasi Nasihat dan Khidmat)**  
**Bank Negara Malaysia**  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel. No. : +603-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK)  
Fax No. : +603-2174 1515  
e-Link : [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)  
Email : [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my)  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).