



**Liberty**  
**Insurance**

**Business Protection Plan  
Terms & Conditions**

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## BUSINESS PROTECTION PLAN

**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 Company for the insurance hereinafter contained and in consideration of the payment by the insured to the Company of the First Premium.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

**THE COMPANY** will by payment or at its option by reinstatement or repair **INDEMNIFY** the insured against loss or damage as hereinafter provided it being agreed that the liability of the Company shall in no case exceed the Sum Insured or Limit of Liability expressed under the respective Section/Sections taken up by the Insured.

### **SECTION 1 – FIRE AND ALLIED PERILS**

The property insured specified in the Schedule or any part of such property be destroyed or damaged by Fire or Lightning or any of the Allied Perils during the Period of Insurance stated in the Schedule then the Company will subject to the Terms and Conditions contained herein or endorsed hereon pay or make good to the insured the amount of such loss or damage provided that the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such sums as may be substituted therefor by endorsement hereon or attached hereto signed for and on behalf of the Company.

#### **Allied Perils**

1. Hurricane, Cyclone, Typhoon and Windstorm (Excess : 1% of the Total Sum Insured or RM200.00 whichever is lower)
2. Bursting or overflowing of Water Tanks Apparatus or Pipes 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 RM1000.00 \*\* 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 RM100.00.

3. Riot Strike and Malicious Damage caused by :-
  - a) The act of any person taking part together with other in any disturbance of the public peace.
  - b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequences of any such disturbance.
  - c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
  - 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.
  - e) The malicious act of any person whether or not such act is committed in the course of a disturbance of the public peace.
4. Earthquake and Volcanic Eruption

#### **Exceptions**

This Section does not cover :-

1.
  - 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 or by its undergoing any heating or drying process.
  - c) Loss or damage occasioned by or through or in consequence of
    - i) The burning of property by order of any public authority.
    - ii) Subterranean Fire.
  - d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
2. 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. For the purposes of this Condition only combustion shall include any self-sustaining process of nuclear fission.

3. 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, hostility or warlike operation (whether war be declared or not) or civil war.
  - b) 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.
4. 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 :-
  - a) Pollution or contamination which itself result from a contingency hereby insured against.
  - b) Any contingency hereby insured against which itself results from pollution or contamination.
5. Unless otherwise expressly stated in the Policy this Section 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 illumination 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. 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.

#### **Policy Conditions**

1. All insurance under this Section
  - i) On any building or part of any building.
  - ii) On any property contained in any building.
  - iii) 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 building 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. 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.
3. 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 fire fighting appliances and destruction of or damage to materials (including employees clothing and personal effects) unless otherwise specifically Insured.
  - c) Fire Brigade charges.

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

4. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Section shall be separately subject to this Condition.
5. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the insured shall be liable to pay an additional premium at the rate stated on the Policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.

## **SECTION 2 – ALL RISKS**

The property insured specified in the Schedule or any part thereof shall be lost or damaged by any accident or misfortune while the said property is within the situation of risk stated in the Schedule then the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the insured the amount of such loss or damage provided that the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed for and on behalf of the Company.

### **Exceptions**

This Section does not cover:-

1. Loss or damage arising from wear and tear, depreciation, rust, oxidation, gradual deterioration, mildew moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
2. Loss or damage arising out of or in way traceable to mechanical defects, mechanical or electrical derangement or mechanical breakdown of any article or malfunction of electronic components of any part of the property hereby insured.
3. Loss of or damage to property despatched as cargo under a bill of lading, airway bill or similar document.
4. Damage to travelling trunks, bags, boxes and other receptacles, other than total loss.
5. The scratching or denting of any article or cracking of glass, lenses, china, earthenware, marble, gramophone records, recording tapes, compact disc, laser disc and/or other articles of a brittle nature, unless caused by burglars, thieves and/or fire.
6. Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.

7. Loss or damage arising out of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or destruction by order or any Government of Public Authority.
8. (a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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 self-sustaining process of nuclear fission.
9. Loss or damage caused by spontaneous combustion and sprinkler leakage.
10. Loss or damage caused by or occasioned by or through or in consequence of flood including overflow of the sea. Flood, for the purpose of this exclusion, shall mean the overflowing or deviation from their normal channels 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.
11. Loss or damage caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip.
12. Loss or damage directly or indirectly caused by theft not accompanied by forcible and violent entry or exit.

The indemnity or compensation provided by this Section shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### **Policy Conditions**

1. In the event of a claim for Theft the insured must afford such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by such Theft and is not merely mislaid or missing.
2. If the property insured shall at the time of any event giving rise to 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. Each item of this Section shall be separately subject to this condition.
3. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the insurance to be continued.

#### **Clauses (Applicable to Section 1)**

##### **1. Architect's, Surveyor's and Consultant's Fees**

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 of damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

##### **2. Other Contents Clause**

It is agreed that the term "OtherContents" 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 RM500.00.
- b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the insured of the information contained therein and for an amount not exceeding RM500.00 in respects 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 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.

### 3. Capital Additions Clause

**(Not applicable to stock-in-trade- or merchandise nor to insurances where the total sum insured is less than RM1,500,000)**

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property insured for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1,000,000 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, addition 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. Mortgagee (Chargee) Clause

Loss, if any, payable to Mortgagee (Chargee) stated in the Schedule as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. 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 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 Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore 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 of 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).

**Note : When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.**

### 5. Contract Price

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 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. Foundation Exclusion

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).

### 7. Rent

The 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 then the amount payable shall not exceed such proportion of the sum insured on Rent as the necessary period of unoccupancy bears to the term of the Rent insured.

## 8. Reinstatement in Compliance with the Requirement of Public Authorities

This insurance 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 By-Laws of any Municipal or Local Authority provided that :-

- i. The amount recoverable under this Extension shall not include :-
  - a) the cost incurred in complying with any of the aforesaid Regulations or By-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 the Policy,
    - 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 has the necessity to comply with any of the aforesaid Regulations or By-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 By-Laws.
- ii. The work of reinstatement must be commenced and carried out with reasonable despatch 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 carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
- iii. If the liability of the Company under this Section apart from this extension shall be reduced by the application of any of the terms and conditions of this Section then the liability of the Company under this extension shall be reduced in like proportion.
- iv. The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
- v. 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. Brand, Label and Trademark Clause

In the cast 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 trademark which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said property.

## 10. Vehicle Load Clause

**In the event of any of the Insured's vehicles being left loaded overnight whilst 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.**

## 11. Alterations and Repairs Clause

Notwithstanding Exception 6 (a), 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.

## Clauses (Applicable to Section 1 & 2)

### 1. Temporary Removal Clause

The property Insured is covered (limited to 100% 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 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: -

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

2. Removal of Debris (up to RM2,000.00)

This insurance 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 this Policy destroyed or damaged by fire or by any other peril hereby insured against. (Item (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 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 Policy.

3. Computer Systems Records

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.

4. 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.

5. Reinstatement Value Clause applicable to items less than 5 years old)

In the event of the property insured being destroyed or damaged, the basis upon the amount which the amount payable under this Section to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind of 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**

- a. 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.
- b. 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.
- c. 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.
- d. This Memorandum shall be without force or effect if :-
  - i. The Insured fails to intimate to the Company within six (6) months form 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.
  - ii. The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.



- e. 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.

6. Temporary Storage Clause

The property (excluding buildings) insured under this Section 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 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 or 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)

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. 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.

9. Appraisal 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 appraisal 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.

10. 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 of 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 this Section.

### SECTION 3-BURGLARY AND MONEY

This Section witnesseth that if during the Period of Insurance

1. The property insured shall be lost by theft consequent upon actual forcible and violent breaking into or out of a building bearing visible marks made upon the Premises at the place of such entry or exit by tool, explosives, electrical appliances, chemicals or any other equipment or devices or committed by any person or persons concealed therein with intention to commit such theft or
2. There shall arise any damage to the said property insured or to the premises, falling to be borne by the Insured, due to such theft as aforesaid or any attempt thereat
3. The money shall be lost destroyed or damaged by
  - a. any cause whilst being conveyed by a messenger and/or employee of the Insured to or from any of the Insured's premises or contract sites until arrival at any of the Insured's premises and/or other places of disbursement and in respect of wages and/or salaries until paid to employee or otherwise disbursed.
  - b. by theft from a locked safe or strongroom or locked drawer provided there shall be visible marks made upon the safe or strongroom or drawer by tools, explosives, electricity or chemicals or by hold-up while in the premises.
4. Any safe or strongroom belonging to the Insured and containing money is lost destroyed or damaged as a result of theft or attempted theft of such money.

The Company will indemnify the Insured in respect of such loss destruction or damage.

Provided that the liability of the Company in respect of any one event shall not exceed the Limit of Liability applicable thereto.

This Section is not applicable to those items which are more specifically insured under Section 2.

## Exceptions

1. Loss or damage due to any such theft as aforesaid or to any attempt thereof by any of the Insured's family, or employees or any person lawfully on the premises.
2. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion revolution insurrection, strike, riot civil commotion, military or usurped power, or confiscation detention nationalisation requisition or wilful destruction, by order of any government or public authority.
3. Loss of or damage to medals, coins, curios, sculptures, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, cheques, money, securities for money, stamps or stamp collections, documents of any kind, precious stones or business books or manuscripts.
4. Loss of or damage arising whilst the premises are unoccupied for a 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.
5. Unaccountable and/or inventory loss except where a probability of theft as aforesaid exists.
6. Loss occurring while there is any change in the condition of the risk unless such change is made known to the Company.
7. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) Any liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
8. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
9. Loss by theft during or after the occurrence of a fire
10. Shortage due to error or omission
11. Loss of Money occurring on Premises which at the time are closed unless the Money is in a locked safe or strongroom or locked drawer.
12. Loss of money occasioned by or happening through theft by an employee except whilst acting as a messenger and then only if such theft is discovered within seven working days of its occurrence.
13. Loss from a safe or strongroom following use of the Safe or Strongroom key or any duplicate thereof belonging to the Insured unless obtained by threat or by violence to any person

## Policy Conditions

1. For the purposes of this Section the terms.
  - a. "Money" shall mean Cash Bank Notes Cheques Money Orders Postal Orders Bills of Exchange Postage and other Stamps having a monetary value
  - b. "Hold-up" shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Insured.
2. The Insured shall take all reasonable precautions for the safety of Money.
3. On the discovery of any loss destruction or damage of Money the Insured shall give immediate notice to
  - a. the police and take all practicable steps to discover the guilty person or persons and to recover Money lost.
  - b. the Company in writing and shall within fifteen (15) days thereafter or such further time as the Company may allow furnish to the Company at his own expense in writing detailed particulars of the amount of the loss destruction or damage together with such proofs vouchers and other information in support thereof as the Company may reasonable require.
4. The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all of any proceedings that they consider necessary for the purpose of tracing and recovering Money lost or of securing reimbursement in respect of Money lost destroyed or damaged and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings.

## Clauses

1. Armed Robbery and Hold-up Endorsement

It is hereby declared and agreed that this Section is extended to cover the risks of armed robbery inside the premises described herein.

It is further declared and agreed that the words "Armed Robbery" shall mean taking of insured property :-

- a. by violence inflicted upon a custodian
- b. by putting him in fear of violence
- c. from the custodian who has been killed rendered unconscious

2. Automatic Reinstatement of Sum Insured Clause

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

3. Book-keeping Endorsement

It is hereby declared and agreed that it is a condition precedent to the right of the Insured to recover under the within Section, that in the event of a claim hereunder the Insured shall produce to the Company in support of the Claim the following record :-

- a. record of all stocks held as at the date of last stocktaking prior to the date of the burglary in respect of which the claim is made
- b. record of all new stocks which are not accounted for in the last stocktaking. (This record must be supported by invoices).
- c. Record of the detail-daily sales whether for cash or otherwise and any other transfers of stock since the date of the last stocktaking.

The foregoing provisions shall not debar the company from asking for any further information which it may consider necessary in the event of a claim being made under this Section.

4. Contract Price

It is hereby declared and agreed that in respect only of goods sold but not delivered and for which the Insured is responsible, the liability of the Insurers under this Section shall be based on the Contract Price as stipulated under the Condition of Sale Contract. For the purpose of average the value of all goods to which this Clause applies shall be ascertained on the same basis.

5. Damage to Premises Clause

It is hereby declared and agreed that this Section extends to cover any damage to the premises as a result of theft involving entry to or exit from the premises by forcible or violent means or any attempt thereat.

The Insurer's liability under this extension and for all loss, destruction or damage under this Section shall not exceed RM1000.00

6. Damage to Safe/Cabinet/Drawers Clause

It is understood and agreed that the insurance granted by this Section shall extend to include any loss and/or damage to any safe, drawer, cabinet or cash register caused by burglary, housebreaking, hold up and armed robbery, provided always that this extension shall not increase the liability of the Company under the respective insured items as described in the schedule of this Policy and that the total liability of the Company shall not exceed RM5000.00

Extension provided under this Section shall include reinstatement of safe if same is beyond repair and the cost of removal of the damaged safe from the premises.

7. Employees Effect Endorsement

It is hereby declared and agreed that this Section extends to cover legal liability of the Insured in respect of loss or damage to clothing and/or personal effects of employees occurring at the place or places to which this Section applies. The amount of indemnity under this extension is limited to RM1000.00 in respect of any one event.

8. First Loss Excluding Average Clause

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Section is issued as a First Loss Insurance in the property as described in the Schedule of this Policy up to an amount as described in the schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum amount of property insured by this Section at any one time the preceding twelve months.

#### 9. Key Clause

It is hereby declared and agreed that it is a condition precedent to all liability of the Company under this Section that :-

- a. the key or keys to the locked safe/cabinet/drawer shall at all times be kept in the personal custody of a responsible official or authorised employee of the Insured and who on leaving the premises shall remove the key or keys there from
- b. a complete record of the amount of cash and/or notes in the locked safe/cabinet/drawer be kept in some other places other than in the locked safe/cabinet/drawer and that the Company's liability be limited to the amount shown by such record to have been in the locked safe/cabinet/drawer at the time of the loss but in any event not exceeding the limit mentioned in the Policy
- c. the key or keys to the locked safe/cabinet/drawer shall not be left in the Insured's office at night time or when the premises are not officially occupied for business purposes.
- d. This extension does not extend to cover loss of cash and/or notes arising from the use of the keys to the locked safe/cabinet/drawer unless such keys have been obtained by threats or violence following forcible entry to the premises.

#### Clauses (Applicable to Section 2 & 3)

##### 1. Replacement to Locks and Keys Clause

In consideration of the payment of additional premium which is included in the premium hereon, this insurance extends to cover loss or damage to lock and keys following an act of theft but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat up to a limit of RM500.00 any one accident

##### 2. 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 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 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".

##### 3. Criminal Breach of Trust Clause

The Company shall not be liable for any loss or damage caused by or attributed to the Act of Criminal Breach of Trust 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 misappropriates or converts to his own use that property or dishonestly uses or disposes of 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".

## SECTION 4 – PLATE GLASS

If during the Period of Insurance there shall be a breakage (which for the purpose of this Section shall not include damage by scratches) of any of the glass in the Premises the Company will pay or make good to the Insured the intrinsic value of the Glass together with the cost of any necessary boarding up pending replacement subject to the Limit of Liability.

#### Exceptions

1. Breakage of the glass occasioned by or happening through fire or explosion
2. 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 strike riot or civil commotion
3. Any consequences of typhoon flood hurricane volcanic eruption earthquake or other convulsion of nature
4. Any misdescription of the Glass and unless expressly stated all Glass shall be considered plain and of ordinary glazing quality and without embossing silvering lettering bending or ornamental work of any kind
5. Breakage of the Glass whilst not fixed

6. Breakage of any lettering specified in the Schedule unless such breakage be caused by or consequent upon the breakage of the Glass to which it is affixed
7. Damage to frames or framework of any description
8. The renewal or replacement of ant fittings or fixtures in order to replace the Glass

### **Policy Conditions**

If there be any alteration of the premises or in the tenancy sub-tenancy occupancy of or business carried on in the Premises or if the Premises should become void or disused then and in every such case the particulars must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the insurance

### **Clauses**

#### **1. Automatic Reinstatement of Sum Insured Clause**

It is hereby declared and agreed that in consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on pro-rate basis from the date of such loss to the expiry of the current period of insurance, in the event of loss the insurance hereunder shall be maintained in force for the full sum insured

#### **2. First Loss excluding Average Clause**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this section is issued as a First Loss Insurance on the property as described in the Schedule of this Policy up to an amount as specified in the schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum amount or property insured by this Section at any one time the preceeding twelve months

## **SECTION 5 – PUBLIC LIABILITY**

The Company will indemnify the Insured against

1. All sum which the Insured shall become legally liable to pay for compensation in respect of
  - a. bodily injury to or illness of any person
  - b. loss of or damage to property occurring within the Territorial Limits during the Period of Indemnity as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk
2. All costs and expenses of litigation
  - a. recovered by any claimant against the Insured
  - b. 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.

In the event of the death of the Insured the Company will in respect of the liability incurred by the insured indemnity the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Sections in so far as they can apply.

### **Exceptions**

The indemnity expressed in this Section shall not apply to

1. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
2. Liability in respect of
  - a. injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured.
  - b. Any sums payable by the Insured under legislation relating to occupational injury or illness.
3. Liability in respect of loss or damage to property
  - a. belonging to the Insured
  - b. in the charge or under the control of the Insured or any servant or agent of the Insured

- c. being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
  - d. caused by or in connection with or arising from the bursting of any pressure part of
    - i. any steam boiler or any economiser
    - ii. any vessel or apparatus (other than any steam turbine or engine or other steamdriven machinery) intended to operate under steam pressure
 belonging to or under the control of the Insured or any servant or agent of the Insured
4. Liability in respect of
- a. loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
  - b. injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid
5. Liability in respect of injury illness loss or damage caused by or in connection with or arising from
- a. any vehicle (or trailer attached thereto) or animal or vessel or craft not specified in the Schedule under the heading of Plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - b. any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant
  - c. accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - d. any commodity article or thing supplied repaired altered or treated by or to the order of the Insured
  - e. fire earthquake explosion flood
  - f. environment pollution and/or contamination and/or seepage of any kind
  - g. breach of professional duty by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed.
6. Liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power strike riot or civil commotion
7. Liability of whatsoever nature resulting from or arising from or any consequential loss :-
- a. directly or indirectly caused by or contributed to by or arising from ionizing radiation's 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. any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

In these Exceptions

- a. the expression "Vehicle" shall include any type of machine on wheels or on caterpillar tracks
- b. the expression "Vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air.

Limit of Liability

The liability of the Company under this Section for all compensation payable

- a. 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 attributable to one source or original cause shall not exceed the Limit of Liability specified in the Schedule for any one Accident.
- b. In respect of all injury illness sustained loss and during any one Period of Indemnity shall not exceed the Limit of Liability specified in the Schedule for any one Period of Indemnity.

## Policy Conditions

1. The insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over 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 benefits 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.
2. The Company may in the case of any accident pay to the Insured the Limit of Liability for any one Accident (but deducting therefrom in such case any sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clause (2) on the first page of this Section incurred prior to the date of payment of such Limit of Liability or such lesser sum.
3. The Insured shall exercise reasonable care that only steady sober and competent employees are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound in proper order and fit for the purposes for which they are used and that all statutory requirements and all by-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accidents as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Section until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

## SECTION 6 – 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 his 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 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 in so far as they can apply.

### Exceptions

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 will 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 accident or disease sustained outside the Geographical Area
5. Any liability of the Insured to pay compensation to an 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) civil war mutiny rebellion revolution insurrection or military or usurped power.
7. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a. nuclear weapons material
  - b. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

### Policy Conditions

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations
2. 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 assistances as the Company may require.
3. The name of every employees together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records.

## Clause (Applicable to Section 5)

1. **Alterations and Repairs Clause**  
Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance
2. **Contractors and/or Sub-Contractors Liability Clause**  
It is hereby declared and agreed that this Section extends to cover legal liability of Contractors and/or Sub-Contractors performing work for the Insured whilst engaged in the business and occupation in respect of which the within Policy is granted.
3. **Defective Sanitary Arrangements Endorsement**  
It is hereby declared and agreed that this Section extends to cover legal liability arising out of defective sanitary arrangements
4. **Employees's Effects Endorsement**  
It is hereby declared and agreed that this Section extends to cover legal liability of the Insured in respect of loss of or damage to clothing and/or personal effects of employees occurring at the place or places to which this Section applies. The amount of indemnity under this extension is limited to RM1,000.00 in respect of any one event.
5. **Employees Social and Sport Activities Clause**  
It is hereby declared and agreed that the Insured shall include the committee and members of any social or sport club operated for the benefit of the Insured's employees.
6. **First Aid Facilities Clause**  
It is hereby declared and agreed that this Section extends to cover legal liability of the Insured arising out of provisions by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.
7. **Food and Drinks Endorsement**  
It is hereby declared and agreed that this Section extends to cover legal liability of the Insured in respect of death or illness due to Food or Drinks supplied by the Insured at their premises or to anything contained in such Food or Drinks. The Company however shall not be liable for claims in respect of death or illness caused by or arising out of any defective design or errors in formula or in specification of any of the Food or Drinks processed or manufactured by the Insured or any defect or deficiency of the Insured, his servants or agents has knowledge of or has reason to suspect at the time when the said Food or Drinks pass from the control and actual physical custody of the Insured or of any person in the direct service of the Insured.
8. **Indemnity to Directors and Executive Clause**  
It is hereby declared and agreed that if any claim is made upon any Director and/or Executive of the Insured and the claim is such if made upon the Insured, the Insured would be entitled to indemnity under this Section. The Company will in the terms of and subject to the limitations of this Section indemnify the said Directors and/or Executive of the Insured in respect of such claims. 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 nor include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or executive where the injury arises out of and in the course of such person's employment or services with the Director and/or Executive.
  - c. such Director and/or Executive shall as through he was 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 Liability beyond the amount or amounts for which the Company would be liable if this Section were not so extended.
9. **Loading and Unloading Endorsement**  
It is hereby declared and agreed that this Section extends to cover legal liability of the insured in respect of bodily injury or property damage
  - a. caused or arising beyond the limits if any carriage way or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading therefrom.
  - b. caused by any article or part of the load falling from any mechanically propelled vehicle not licensed for use on public road whilst within the Insured's compound.



#### 10. Neon/Advertising Signs indemnity Endorsement

It is hereby declared and agreed that this Section extends to cover legal liability of the Insured arising out of the Ownership of Neon/Advertising Signs.

#### 11. Tenants Liability Clause

It is hereby declared and agreed that notwithstanding anything in Exceptions 3(a) and 3(b), this Section extends to cover legal liability of the Insured in respect of damage caused by or resulting from fire and explosion :

- a. to any building or part thereof not belonging to but whilst under the occupation of the Insured
- b. to the contents of the aforesaid building or part thereof not belonging to but in the charge or under the control of the Insured but in no case is the Insured's legal liability as Bailee included.

#### **Clauses (Applicable to Section 6)**

##### Common Law Liability (Limit : RM500,000)

It is hereby declared and agreed that this Section indemnifies the Insured against all sums for which insured shall be liable at Common Law up to a maximum limit of RM500,000 anyone accident and in the aggregate RM10,000,000 during the period of insurance as compensation for personal injuries sustained by one or more employees in any one accident or occurrence. The company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

#### **Clauses (Applicable to Section 5 & 6)**

##### 1. Jurisdiction Clause

Indemnity provided herein shall not apply to :-

- a. compensation for damages in respect of judgement delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within Malaysia.
- b. costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in Malaysia.

##### 2. Workaway Risks

It is hereby declared and agreed that this Section extends to cover legal liability in respect of accidents arising out of the engagement of the actual progress of work undertaken by the insured or person in the service of the insured in the course of the Business within the Territorial Limits but away from the defined premises.

#### **CONDITION RELATING TO ALL SECTIONS :**

1. This Policy and 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. All notices required to be given by the insure to the Company must be in writing addressed to the branch or agency of the Company from which this Policy was issued, or to the Company's nearest representative if the insured be abroad, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative Company.
3. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
4. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form or receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the insured.
5. The insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

It is understood and agreed that the insured shall be deemed to have complied with this Condition provided that he has declared to the Company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

6. 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.
7. On the happening of any loss or damage or any accident the insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of fire or any of the perils insured against 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 his Condition have been complied with.

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

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

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

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

9. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
10. 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 the 14<sup>th</sup> Condition of this Policy) within three (3) months after the Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

11. 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 expand 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 act 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.

12. 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.
13. If at the time of any claim arising under this Policy, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same risk or any part thereof, the Company shall not be liable to pay or contribute more than its rateable proportion thereof.
14. If any difference arises as to the amount of any loss or damage such difference shall independently of all other question 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 be 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.
15. 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.
16. The due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **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 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.

## 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 :
1. correctly recognise any date as its true calendar date;
  2. 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 its true calendar date; and/or
  3. 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 recognise any date as its true calendar date after the lost or damage 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.

## TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatever 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 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.

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 to 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 be 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.

## PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy 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 Policy:-

- 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 business interruption losses resulting from such loss or damage.

#### LOGGING COMPLAINTS AND GRIEVANCES

If the Policyholders have any complaints of unfair market practices by the Company, they may call or write to :

- a) **Customer Complaints Unit /Unit Aduan Pelanggan  
LIBERTY INSURANCE BERHAD**

10th Floor, Menara Liberty, 1008, Jalan Sultan Ismail,  
50250 Kuala Lumpur.

Tel. No.: 03-2619 9000 (G/L) Ext. 9170 or 1-300-888-990  
Fax No.: 03-2693 2893

- b) **Customer Services Bureau (CSB)  
Consumer and Market Conduct Department  
Biro Perkhidmatan Pelanggan (BPP)**

Jabatan Konsumer dan Amalan Pasaran, 7A Bank Negara Malaysia,  
Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel. No.: 03-2698 8044  
Fax No.: 03-2694 5986

- c) **Ombudsman for Financial Services (664393P) /  
Biro Pengantaraan Kewangan (664393P)  
(Formerly known as Financial Mediation Bureau)**

Level 14, Main Block, Menara Takaful Malaysia,  
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel. No.: 03-2272 2811  
Fax No.: 03-2272 1577