

## Industrial All Risks Insurance Policy

**This Policy should be read carefully and its terms noted.**

The Insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that after payment of the first premium.

### Section I

If any of the Property Insured situated in the Premises within the Geographical Area as specified in the Schedule be accidentally physically lost destroyed or damaged other than by an excluded cause (hereinafter termed Damage) at any time during the period of insurance or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy.

The Insurer will pay to the Insured the actual value of the property at the time of the happening of the Damage or at its option reinstate or replace such property of any part thereof

### Section II

If at any time during the period of insurance the business carried on by the Insured at the Premises specified in the Schedule is interrupted or interfered with in consequence of Damage indemnifiable under Section I, then the Insurer shall indemnify the Insured for the amount of loss resulting from such interruption or interference in accordance with the provisions contained in the specification relating to this Section.

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that

- (i) payment shall have been made or liability admitted therefor
- or
- (ii) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Provided that the liability of the Insurer in respect of each Section in any one period of Insurance shall in no case exceed

- (i) in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby
- (ii) any limit of liability shown in the Schedule

or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

### Exclusions (Applicable To Section I and II)

#### A. EXCLUDED CAUSES

This policy does not cover

1. Damage to the property insured caused by
  - (a) (i) faulty or defective design materials or workmanship latent defect gradual deterioration deformation or distortion or wear and tear
  - (ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises
  - (iii) settling or bedding down of structures shrinkage or expansion of foundations walls, floors or ceilings

unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage

- (b) (i) collapse or cracking of buildings
- (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching or inherent vice

unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

- (c) (i) theft unless accompanied by violence or threat of violence to persons or forcible and violent entry to or exit from the Premises
- (ii) any fraudulent scheme trick device or false pretence practised upon the Insured or upon any person (s) having care of the insured property at such time
- (iii) act of infidelity or acts of dishonesty on the part of the Insured or any of the employees of the Insured
- (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
- (v) cracking fracturing collapse or Overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
- (vi) mechanical or electrical breakdown or derangement of machinery or equipment including electronic installations computers and data processing equipment
- (vii) Damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture
- (viii) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the premises becomes unoccupied and so remains for a period of more than thirty (30) days

unless

- (I) Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage and/or
  - (II) Such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
- (d) (i) coastal or river erosion
  - (ii) storm tempest water and rain to property in the open (other than property designed to exist and operate in the open )
  - (iii) the freezing solidification or inadvertent escape of molten or gaseous material unless a fire ensues then the insurer shall be liable for such ensuing damage
  - (iv) false programming punching labelling or inserting inadvertent cancelling of information or discarding of data media and loss of information caused by magnetic fields

2. Damage caused by or arising from

- (a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
- (b) cessation of work
- (c) delay or loss of market
- (d) consequential losses of any description other than those insured under Section II

3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely

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

For this purpose, an “act of terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3(a), (b) and (c) above any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

- (d) (i) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this policy

- (e) the destruction of property by order of any public authority

4. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by

- (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. Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission.

**B. EXCLUDED PROPERTY**

This Policy does not cover

- 1. (a) money, cheques, bullion, negotiable instruments and securities of all kinds, any curiosity or work of art (other than drawing, painting and sculpture of individual value not exceeding RM 500 per item), furs, garments trimmed with fur, jewellery, watches, pearls, set or unset precious stones, gold, silver, platinum or other precious metal and alloy
- (b) document, manuscripts, plans, drawings, designs, patterns, models, moulds, business books or computer systems records for the value to the Insured of the information contained therein
- (c) property sold by the insured under conditional sale, trust agreement, installment plan or deferred payment plan or after delivery to customers
- (d) vehicles licensed for road use (including accessories thereon), caravans, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like
- (e) property in transit other than within the premises specified in Schedule
- (f) property or structures in course of demolition, construction or erection and materials or supplies in connection therewith
- (g) land (including top-soil, back-fill, drainage or culverts), driveways, pavements, roads, runways, railway line, dams of all kinds, weirs, overhead lines, transmissions, mast, irrigation systems, sewer systems, storage tanks and the contents thereof, reservoirs, canals, harbours, rigs, well pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property, underground, off-shore property
- (h) animals, livestock, growing crops, standing timber, plants, lawns, trees and shrubs
- (i) property damaged as a result of its undergoing any process
- (j) machinery during installation, removal or resiting (including dismantling and re-erection) if directly attributable to such operations
- (k) property undergoing alteration, repair, testing, installation or servicing including materials and supplies therefor if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss
- (l) property in course of manufacture if such loss, destruction or damage is sustained while the property is being actually worked on and directly resulting from such work unless Damage by

a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss

(m) property more specifically insured

2. Damage to property which at the time of the happening of such 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 (Applicable To Section I and II)

### 1. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they shall appear.

### 2. MISDESCRIPTION

If there be any material misdescription by the Insured or any one acting on his behalf of any of the property hereby insured or of any building or place in which such property is contained or of the business or premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact the Insurer shall not be liable under this Policy for the property affected by any such misdescription, misrepresentation or omission.

### 3. CESSATION OF RISK

Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property affected unless the Insured before the occurrence of any loss or damage obtains the sanction of the Insurer signified by endorsement upon policy

- (a) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the insured property be changed in such a way as to increase the risk of loss or damage
- (b) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days
- (c) if the 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 passes 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.
- (f) In respect of Section II only, if the business be wound up or carried on by a liquidator or Receiver or permanently discontinued

### 4. CANCELLATION

This insurance may be terminated at any time at the request of the Insured in which case the Insurer 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 Insurer on 30 days notice to that effect being given to the Insured in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

### 5. SAFEGUARDS AND MAINTENANCE

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the property insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property insured

### 6. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

- (a) immediately
  - (i) take steps to minimise the loss or damage and recover any missing property
  - (ii) give notice in writing to the Insurer and
  - (iii) give notice to the police if the event be theft or suspected theft or wilful or malicious damage
- (b) within 30 days or such further time as the Insurer may in writing allow deliver to the Insurer

- (i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage.
- (ii) particulars of all other insurances if any.

The Insured shall at all times at his own expense produce procure and give to the Insurer all such further particulars plans specifications books vouchers invoices duplicates or copies thereof documents proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

**7. INSURERS' RIGHTS AFTER A LOSS**

On the happening of any loss or damage to any of the property insured by this Policy the Insurer 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 buildings or on the premises at the time of 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 Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Insurer 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 rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer or shall hinder or obstruct the Insurer in the exercise of its powers hereunder all benefit under this Policy shall be forfeited.

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

**8. FORFEITURE**

If any claim upon this policy be in any respect fraudulent 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 destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of condition 14 of this policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award all benefit under this policy shall be forfeited.

**9. TIME LIMITATION**

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months

- (i) in respect of Section I, from the happening of the loss or damage
- (ii) in respect of Section II, from the end of the Indemnity Period or, if later, three (3) months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim

unless the claim is the subject of pending action or arbitration

**10. SUBROGATION**

The Insured shall at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief and indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their paying for or making good any loss destruction or damage under this policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

**11. CONTRIBUTION**

If at the time of any loss destruction or damage happening to any subject matter insured there be any other subsisting insurances whether by the Insured or by any other person or persons covering the same subject matter the Insurer shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or damage.

**12. AVERAGE**

The sums insured of each item under Section I and of Section II of this Policy are declared to be separately subject to Average.

Section I :

If the subject matter insured at the time of any loss destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the policy shall be separately subject to this condition.

Section II :

The Insurance is limited to loss of Gross profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be :

- (a) in respect of Reduction in Turnover : the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) in respect of Increase in Cost of Working : the additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided :

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the damage :

provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**13. DEDUCTIBLES**

This policy does not cover in respect of each Section the amounts of the deductibles Stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of average.

It is further warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amounts of deductibles stated in the Schedule.

**14. ARBITRRATION**

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two disinterested persons as Arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole Arbitrator and in case of disagreement between the Arbitrators the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator(s) 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 at the discretion of Arbitrator(s) 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(s) or Umpire of the amount of the loss or damage if disputed shall be first obtained.

**15. REPAIR AND REPLACEMENT**

The Insurer 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 Insurer or Insurers in so doing but the Insurer 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 Insurer be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Insurer thereon.

If the Insurer so elect to reinstate or replace any property the Insured shall at his own expense furnish the Insurer with such plans, specifications measurements quantities and such other particulars as the Insurer may

require and no acts done or caused to be done by the Insurer with a view to reinstatement or replacement shall be deemed an election by the Insurer to reinstate or replace.

**16. EXTINGUISHING EXPENSES AND RESCUE TEAM COSTS**

The insurance of this Policy is held to include

- (i) Wages of the Insured's employee other than full time members of a Works Fire Brigade.
- (ii) The cost of replenishment of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects unless otherwise specifically insured)
- (iii) Other costs (including loss or damage to property to gain access)

necessarily and reasonably incurred in extinguishing fires or in saving property or life from loss or damage by any peril herein at or adjoining the situation of the property insured or immediately threatening to involve such property.

**Clauses (Applicable To Section I)**

**1. PURCHASER CLAUSE**

If at the time of any loss or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed the Purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such loss or damage shall be entitled to the benefit of this Policy so far as it relates to such loss or damage without prejudice to the rights and liabilities of the Insured or for the Insurer under this Policy up to the date of completion of the purchase.

**2. BRAND CLAUSE**

In the event of loss or damage to the property insured under this Policy it is understood and agreed that any branded goods and/or merchandise shall not be disposed of by sale without the consent of the Insured. In the event of the Insured not consenting to such sale the salvage value as agreed shall be taken into account in the settlement of loss.

**3. REINSTATEMENT MEMORANDUM**

It is hereby declared and agreed that in the event of the property insured under the within Policy being lost destroyed or damaged the basis upon which the amount payable under the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby

**SPECIAL PROVISIONS**

- (i) 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 Insurer not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the loss destruction or damage or within such further time as the Insurer may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- (ii) Until expenditure has been incurred by the Insured in replacing or reinstating the property lost destroyed or damaged the Insurer shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- (iii) 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 had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any loss destruction of or damage to such property by any other peril insured against by this Policy then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- (iv) This Memorandum shall be without force or effect if
  - (a) The Insured fails to intimate to the Insurer within 6 months from the date of loss destruction or damage or such further time as the Insurer may in writing allow his intention to replace or reinstate the property destroyed or damage.
  - (b) The Insured is unable or unwilling to replace or reinstate the property lost destroyed or damaged on the same or another site

- (v) No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any loss 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.
- (vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the loss destruction or damage shall be subject to the terms and conditions of the Policy including any Condition of Average therein as if this memorandum had not been incorporated therein.

**4. PUBLIC AUTHORITY CLAUSE**

The property insured under this Policy extends to include such additional cost of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-laws of any Municipal or Local Authority provided that

- (1) The amount recoverable under this extension shall not include
  - (a) The cost incurred in complying with any of the aforesaid Regulations or Bye-laws
    - (i) in respect of loss destruction or damage occurring prior to the granting of this extension
    - (ii) in respect of loss destruction or damage not insured by the Policy
    - (iii) under which notice has been served upon the Insured prior to the happening of the loss destruction or damage
    - (iv) in respect of undamaged property of undamaged portions of the property
  - (b) the additional cost that would have been required to make good the property lost damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the loss destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- (3) If the liability of the Insurer under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this extension ( in respect of any such item) shall be reduced in like proportion.
- (4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
- (5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**5. CAPITAL ADDITIONS CLAUSE**

The Insurance hereby extends to cover alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) to the property insured under this Policy hereof for an amount not exceeding RM 2,000,000/- (Malaysian Ringgit Two Million only) it being understood that the Insured undertake to advise the Insurer each quarter of such alterations additions and improvements and to pay the appropriate additional premium thereon.

**6. DESIGNATION CLAUSE**

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

**7. AUTOMATIC REINSTATEMENT OF LOSS CLAUSE**

In the event of the Insurer meeting a claim under this Policy in respect of loss or damage to property insured the Insurer will (in the absence of written notice by the Insured to the contrary) automatically reinstate the sum or sums insured in full from the time of such loss or damage and the Insured shall pay to the Insurer a proportionate additional premium calculated from the time of such loss or damage provided always that the Insurer's liability in respect of each and every occurrence shall in no case exceed in respect of each item the sum stated in the Schedule for which such item is insured.

## 8. TEMPORARY REMOVAL CLAUSE

The property insured under this Policy is covered (limited to RM 2,000,000/- Malaysian Ringgit Two Million only) whilst temporarily removed for cleaning renovation modification repair or other similar purpose elsewhere on the same or any other premises and in transit thereto and therefrom by road rail and inland waterway all in Malaysia.

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 or damage 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 the Insured in trust.

## 9. STOCK DECLARATION

- (a) In consideration of the premium by this Policy being provisional in that it is calculated on 75% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance.

The Insured AGREES to declare to the Insurer in writing the value of the insured stocks (other than retail) less any amount insured by policies other than declaration policies on the basis of the average of the value at risk on each day of the month and to make such declaration within thirty days of the expiry of each calendar month such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured the declaration shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies pro rate to the respective amounts named in the policies.

In the event of a declaration not being made within the thirty days mentioned above than the Insured shall be deemed to have declared the sum insured hereby as the value at risk. On the expiry of each period of insurance the premium shall be calculated at the agreed rate on the average sum insured namely the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference if it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

- (b) The basis of value for declaration shall be the market value and any loss or damage hereunder shall be settled on the basis of the market value immediately anterior to the loss or damage.
- (c) If at the time of any loss or damage there be any other subsisting insurance or insurances on other than a declaration basis whether effected by the Insured or by any other person or persons covering the stocks hereby insured this Policy shall apply only to the excess of the value of such stocks at the time of the loss or damage over the sum insured by such insurance or insurances and this Insurer shall not be liable to pay or contribute more than that proportion of such loss or damage which such excess (or if there be other declaration insurances covering the same stocks a rateable proportion of such excess) but not exceeding the sum insured hereby bears to the total value of the stocks.
- (d) If after the occurrence of a loss or damage it is found that the amount of the last declaration previous to the loss or damage is less than the amount that ought to have been declared then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
- (e) Notwithstanding the occurrence of a loss or damage it is understood that the sum insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss or damage to the expiry of the period of insurance the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in and shall be distinct from the final adjustment of premium.
- (f) In the event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Insurer shall be the pro rata proportion of the premium calculated on the average amount insured up to the date of cancellation or 50% of the provisional premium whichever is the greater but if the Policy is cancelled by the Insured after a loss or damage has occurred the premium to be retained by the Insurer shall be the pro rata proportion of the premium calculated on the average amount up to the date of cancellation plus the pro rata proportion of the premium from the date of loss or damage to the expiry of the period of insurance in the amount of the loss paid or 50% of the provisional premium whichever is the greater.

- (g) The maximum liability of the Insurer shall not exceed the sum insured hereby and premium shall not be receivable on values in excess thereof. The sum insured may however be increased by prior agreement with the Insurer in which event the new sum insured and the date from which it is effective will be recorded on the Policy by endorsement.
- (h) If the stocks hereby insured shall at the time of loss or damage 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 on stocks (other than retail) shall be separately subject to this condition.
- (i) It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
- (j) This insurance is subject in all respects to the printed conditions of the Policy except insofar as they may be varied by these Special Conditions.

**10. ARCHITECT'S SURVEYOR'S AND CONSULTANT'S FEES**

- (a) Architect's Surveyor's Engineer's and Consultant's Fees (with separate sum insured)

The insurance by this item(s) stated in the Schedule is in respect of Architect's Surveyor's and Consulting Engineer's fees for estimates plans specifications quantities tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its loss destruction or damage 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 loss or damage subject to the limit of the sum insured on this item(s).

- (b) Architect's Surveyor's Engineer's and Consultant's Fees (without separate sum insured)

The insurance on buildings plant and machinery hereby insured includes Architect's Surveyor's and Consulting Engineer's fees for estimates plans specifications quantities tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its loss destruction or damage 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 loss destruction or damage subject to the Insurers maximum liability for any loss damage and fees not exceeding the sum insured against each item.

**11. REMOVAL OF DEBRIS**

- (a) Removal of Debris (with separate sum insured)

The insurance by this item stated in the Schedule is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurer 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 any peril hereby insured against. (Item (b) and (c) above are deemed to be deleted when neither Building nor machinery are insured)

The Insurer will not pay any costs or expenses

- (i) incurred in removing debris except form the site of such property destroyed or damaged and the area immediately adjacent to such site.
  - (ii) arising from pollution or contamination of property not insured by this policy.
- (b) Removal of Debris (without separate sum insured)

The insurance hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Insurer in the : -

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above of this policy destroyed or damaged by any perils hereby insured against. (Item (b) and (c) above are deemed to be deleted when neither Building nor machinery is insured)

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or RM 2,000,000 whichever is lower.

The Insurer will not pay any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

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

**12. 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 loss or damage hereby insured against either wholly or to the extent of the loss or damage the liability or the Insurer 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.

**13. 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.

Note: If a more extensive cover than that available under the above wordings is required it is permissible to issue a separate policy or to add an appropriate item to the material damage policy as the case may be

**14. TEMPORARY STORAGE CLAUSE**

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 Insurer is limited to RM 500,000 (Malaysian Ringgit five hundred thousand only) for property covered under this clause
- (c) the Insurer 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

**15. APPRAISEMENT CLAUSE**

If the aggregate claim for any one loss or damage does not exceed RM 5,000 (Malaysian Ringgit five thousand only) 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.

**16. VEHICLE LOAD CLAUSE**

In the event of any of the Insured's vehicle being left loaded overnight whilst in or on the premises described in the specification hereto the Insurer 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.

**17. ALTERATIONS AND REPAIRS CLAUSE**

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

**18. UNVALUED POLICY CLAUSE**

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

**19. DATE RECOGNITION CLAUSE**

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

- A. The Insurer 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 recognize 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 as its true calendar date; and/or
  3. Capture, save, or retain, or correctly process any data as a result of 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 Insurer 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 Insurer 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 Insurer will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hurricane, cyclone, typhoon, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcanic eruption, flood, bursting or overflowing of water tanks or pipes, subsidence and landslip and spontaneous combustion.

Subject otherwise to the terms and conditions of the policy

**20. 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 any business interruption losses resulting from such loss or damage.

**21. PREMIUM WARRANTY**

It is a 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 form the inception date of this policy/endorsement/renewal certificate. If this condition is not complied with when this contract is automatically cancelled and the insurer shall be entitle 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 received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purpose 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.

## Clauses (Applicable To Section II)

- 1. ACCOUNTANT'S CLAUSE**  
Any particulars or details contained in the Insured's books or documents which may be required by the Insurers under condition 6 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.
- 2. PAYMENT ON ACCOUNT CLAUSE**  
Payment on account will be made to the Insured if desired provided that it is established that the loss is indemnifiable under this policy.
- 3. DEPARTMENT CLAUSE**  
If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.
- 4. UPWARD ADJUSTMENT CLAUSE**  
In the event of the Gross Profit earned during any annual period of insurance (or during the accounting period of 12 months more nearly concurrent with any period of insurance) as certified by the Insured's Auditors being greater than the sum Insured thereon, the Insured will be held covered to the extent of percentage as stated in Schedule of the Sum Insured thereof and pro-rata additional premium not exceeding percentage as stated in Schedule of the premium paid on such Sum Insured for such period of insurance will be charged in respect of the difference.  
N.B. The maximum percentage of upward adjustment shall be limited to 25% only. An additional premium calculated at 75% of the upward adjustment percentage shall be imposed. This additional premium shall be treated as provisional, and shall be adjusted in accordance to the actual Gross Profit earned as certified by the Insured's auditors.
- 5. ALTERNATIVE BASIS CLAUSE**  
It is agreed and declared that in the event of a claim, adjustment may be based on Turnover or Output whichever affords the most equitable result, and except in the definition of turnover the word 'Turnover' wherever used in this Policy shall read as 'Turnover or Output' 'Output' shall mean sale value of goods manufactured by, or sold by, the Insured in the course of the Business at the Premises, provided that : (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used MEMO 1 shall be held to be altered to read as follows :

Alternative Trading Clause

If during the Indemnity Period goods shall be manufactured elsewhere than at the Premises affected by the damage for the benefit of The Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.
- 6. SALVAGE SALES CLAUSE**  
If, following damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No. 1 of the specifications attached shall for the purpose of such claim read as follows : -

(a) IN RESPECT OF REDUCTION IN TURNOVER : the sum produced by applying Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover form which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.
- 7. REINSTATEMENT OF LOSS CLAUSE**  
In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.
- 8. INTERDEPENDENCY CLAUSE**  
It is hereby expressly declared and agreed that if damage to any of the joint Insured's premises/property should result in another of the Insured suffering a reduction in turnover or increase in cost of working then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property.

**9. ACCUMULATION OF STOCK CLAUSE**

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

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### PROCEDURE FOR COMPLAINT TO FMB

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Insurance Company and the Policy number.

Copies of the correspondence between the Policyholder and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

#### FINANCIAL MEDIATION BUREAU (FMB)

Tingkat 25, No. 4  
Jalan Sultan Sulaiman  
50000 Kuala Lumpur.  
Tel : 03 - 2272 2811  
Fax : 03 - 2274 5752  
Website : [www.fmb.org.my](http://www.fmb.org.my)

### PROCEDURE FOR COMPLAINT TO CSB

Any policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

#### The Manager

#### CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department  
Bank Negara Malaysia (BNM)  
P. O. Box 10922  
50929 Kuala Lumpur  
Tel : 03 – 2698 8044 Extn. 8540  
Faks : 03 – 2694 5986  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Feedback Centre, 19 Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:

T+603 2297 3888

F+603 2297 3800

E [info@etiqa.com.my](mailto:info@etiqa.com.my)

[www.etiqa.com.my](http://www.etiqa.com.my)

Etiqa Online **1300 13 8888**

Etiqa Insurance Berhad (9557T)

Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur

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Etiqa Online 1300 13 8888

Ahli Kumpulan  Maybank