

Workmen's Compensation Policy

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Berhad** (hereinafter referred to as the Company) for the insurance hereinafter contained and has paid or agreed to pay the Premium consideration for such insurance.

NOW THIS POLICY WITNESSES that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set below or at Common Law then Subject to the Terms Provisos, Exclusions and Conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Law(s):

As amended up to the date of commencement of this Policy
Workmen's Compensation Act 1952
Workmen's Compensation (Amendment) Act 1956
Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation)
(Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Policy.

Common Law(s):

Non-statutory and statutory law other than Workmen's Compensation Legislation relating to payment to such compensation as a Court may award to employees proving injury by negligence of the employer; and the expression "Common Law" is deemed to include the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore, and Brunei Darussalam.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if the Law(s) had remained unaltered.

In respect of any claim at Common Law, the liability of the Company for all compensation payable to any claimant or any number of claimants in respect of or arising out of anyone occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause does not exceed the limit of indemnity specified in the Schedule for any one occurrence, and in respect of all personal injury by accident or disease sustained as a result of all occurrences happening during any one period of insurance does not exceed the limit of indemnity specified in the Schedule for any one period of insurance.

Exclusions

The Company shall not be liable under this Policy in respect of

- (a) any injury by accident or disease directly attributable to :-
- i) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
 - ii) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - iii) Any "Act of Terrorism".

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

- (b) the Insured's liability to employees of contractors to the insured
- (c) any employee who is not a "workman" within the meaning of the Law(s)

- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionizing radiations or contamination by radioactivity from any nuclear 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.
 - (ii) nuclear weapons material
- (g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Conditions

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

1. Every notice or communication to the Company shall be in writing and sent to the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing.
2. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
3. In the event of any occurrence, which may give rise to a claim under this Policy the Insured shall give written notice to the Company as soon as possible or not later than 15 days from the date of occurrence and in any case within 6 weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. 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 injury in connection with any such occurrence as aforesaid.
4. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
5. If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith
6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee 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 and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. 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 or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation. Premium shall be adjusted in accordance with Condition 6.
8. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months

after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator. and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of 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 or 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.

9. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Clauses

The Following Clauses Are Applicable To This Policy:

JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

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

COMMON LAW LIABILITY CLAUSE

It is hereby declared and agreed that this Policy cover Common Law up to limit AS STATED IN THE SCHEDULE in respect of anyone claim or series of claims arising out of one event.

PREMIUM WARRANTY

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

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

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

Subject otherwise to the terms and conditions of this policy.

Endorsements/ Clauses/ Warranties attaching and forming part of the policy (if applicable and stated in the Schedule)

ENDORSEMENT 'A' & 'B'
Endorsement A

It is hereby understood and agreed that in the event of any workmen employed by the within Insured's Contractor as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under the Workmen's Compensation Legislation in force in Malaysia against any officer of the Employer for personal injury or death or disease sustained whilst at the work on any Contract covered by the terms and conditions of the within Policy which the Insured may be carrying out for the said officer or Employer, the Company will indemnify the said Officer or Employer against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement.

Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

Endorsement B

It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within Policy is granted but only so far as regards claims under the Workmen's Compensation Legislation in force in Malaysia.

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

EMPLOYEE-TO-EMPLOYEE EXTENSION CLAUSE

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

Provided that the employee claiming to be indemnified shall as though he was the Insured observe, fulfill and be subject to the terms of the Policy insofar as they can apply.

ENDORSEMENT W.76

In consideration of premium being paid on the total earnings of the employees not being workmen within the meaning of the: -

Workmen's Compensation Act 1952
Workmen's Compensation (Amendment) Act 1956
Workmen's Compensation (Amendment) Act 1976
Modification of Law (Workmen's Compensation) (Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured has set forth in the said schedule raised the defense that such employee is not a workman within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Policy.

ENDORSEMENT W.77

In consideration of premium being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the

Workmen's Compensation Act 1952
Workmen's Compensation (Amendment) Act 1956
Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the within Policy is extended to indemnify the Insured in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

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

ENDORSEMENT W.194

In consideration of premium being paid on the total payment to Contractors who contract to provide labor only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Insured and such Contractors or workmen engaged by such Contractors.

ENDORSEMENT W.197

In consideration of premium being paid on total payments made to Contractor the Company agrees that the defense will not be raised to a claim to compensation under the Workmen's Compensation Laws mentioned in the within policy and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workman within the meaning of the said Workmen's Compensation Laws.

Provided always that such compensation shall only be payable where the Contractor or his dependants, as the case may be, agreed to accept it in full satisfaction and discharge of all claims against the Insured.

ENDORSEMENT W.230

It is hereby understood and agreed that this Policy is extended to indemnify any Principal (hereinafter called the Principal) against liability * under the Law(s) or at Common Law in like manner to the Insured but only so far as concerns the liability of the Principal to employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal.

Provided always that

- (1) the Company shall not be liable * at Common Law in respect of any injury by accident or disease due to or resulting from any act default or neglect of the Principal his servants or agents.
- (2) the Principal shall as though he were the Insured observe fulfill and be subject to the terms exceptions and conditions of this Policy insofar as they can apply.
- (3) The Company shall have full conduct and control of all claims in respect of which indemnify is granted by this Endorsement.

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

ENDORSEMENT W.231

Notwithstanding anything stated to the contrary in this policy, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period of insurance, the liability of the Company in respect of any claim under this policy shall be proportionately reduced and the Insured shall be considered as his own insurer for the difference."

ENDORSEMENT W60A (AMENDED)

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only as regards claims under :

- Workmen's Compensation Act 1952
- Workmen's Compensation (Amendment) Act 1956
- Workmen's Compensation (Amendment) Act 1976
- Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981
- Workmen's Compensation (Amendment) Act 1996

including any subsequent amendments to the said Act and Enactments made effective prior to the date of this endorsement.

The following Clauses are applicable to this Policy if specified in the schedule:

C007 COINSURANCE AND LEADER CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following companies each of which agrees for the proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss and damage in the circumstances provided for by this policy indemnify the Insured in the manner described in the Schedule.

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

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

M001 MEMO 1

It is hereby declared and agreed that Condition 6 of this Policy is deemed to be deleted.

TEMP TEMPORARY VISITS OVERSEAS ENDORSEMENT

Notwithstanding anything contained herein to the contrary this Policy extends to cover legal liability of the Insured as within defined in respect of travel outside the territorial limits by Directors or senior employees of the Insured.

Subject otherwise to the terms, exception and condition of the Policy.

WARK WORK AWAY RISKS ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to indemnify the Insured's employees whilst engaged in the Insured's business anywhere in Malaysia.

Provided always that the liability of the Insurers under this extension shall not exceed the limits of liability granted under this Policy.

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

WLOS LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that this Insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Insurer of any circumstances or events giving rise or likely to give rise to a claim under this Policy, but limited to 30 days from the date of accident.

W002 ENDORSEMENT W.2

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-
Lathes, Fret-saws, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

W003 ENDORSEMENT W.3

This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of livestock.

W004 ENDORSEMENT W.4

This Policy does not indemnify the Insured in respect of any claim arising in connection with erecting or fitting or repair away from the shop or yard of the Insured.

W005 ENDORSEMENT W.5

This Policy does not indemnify the Insured in respect of any claim arising in connection with the making of Tins, Boxes or Cans.

W006 ENDORSEMENT W.6

This Policy does not indemnify the Insured in respect of any claim arising in connection with the delivery of goods whether by hand or otherwise.

- W007 ENDORSEMENT W.7**
This Policy does not indemnify the Insured in respect of any claim arising in connection with the carting or delivery of goods or livestock other than by hand or handcart.
- W008 ENDORSEMENT W.8**
This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power.
- W009 ENDORSEMENT W.9**
This policy does not indemnify the Insured in respect of any sea risk or in respect of any claim arising in connection with the building of craft of other material other than wood.
- W010 ENDORSEMENT W.10**
This Policy does not indemnify the Insured in respect of any claim arising in connection with cutting of bark, wood, bamboo, or cane from growth.
- W011 ENDORSEMENT W.11**
This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of wire mattresses.
- W012 ENDORSEMENT W.12**
It is a condition of this policy that the indemnity granted is in respect of indoor servants only, excluding lift attendants.
- W013 ENDORSEMENT W.13**
This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) any work in connection Drilling and Pumping Erection, Repair and Demolition of Rigs, Tanks, Dams, Telegraph or Telephone Lines and Overhead Electric Cables.
(b) Stevedores and Dock and Pier Labourers.
- W014 ENDORSEMENT W.14**
This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) clay-getting or blaes-getting below 20 feet in depth from surface level.
(b) the construction, repair or demolition of kiln chimneys.
- W015 ENDORSEMENT W.15**
This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
(b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair).
- N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
- (c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any well sinking, other than artesian or tube wells in respect of buildings of any height.
(d) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any well sinking, other than artesian or tube wells.
(e) blasting operations, quarrying or sand or gravel getting.
- W016 ENDORSEMENT W.16**
This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair).
- N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.

- (b) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells other than artesian or tube wells over 20 ft. in depth from the surface.
- (c) blasting operations, carrying of sand or gravel getting.

W017 ENDORSEMENT W.17

This Policy does not indemnify the Insured in respect of any claim arising in connection with

- (a) any work of demolition on buildings over 30 ft. in height.
- (b) the erection, repair or demolition of towers, steeples, chimney shafts, viaducts or bridges.

W019 ENDORSEMENT W.19

This Policy does not indemnify the Insured in respect of any claim arising in connection with the construction alteration demolition or repair of buildings.

W020 ENDORSEMENT W.20

The Company shall not be liable by virtue of this Policy if at any time the Insured is engaged in film production.

W022 ENDORSEMENT W.22

This Policy does not indemnify the Insured in respect of any claim arising in connection with work on vessels other than vessels at anchorage.

W023 ENDORSEMENT W.23

This Policy does not indemnify the Insured in respect of any claim arising in connection with quarrying or mining.

W024 ENDORSEMENT W.24

This Policy does not indemnify the Insured in respect of any claim arising in connection with dyewood grinding.

W025 ENDORSEMENT W.25

This Policy does not indemnify the Insured in respect of any claim arising in connection with work on

- (a) Gasholders
- (b) Towers
- (c) Steeples
- (d) Bridges over 30 feet
- (e) Viaducts
- (f) Blast furnaces
- (g) Colliery overhead winding gear.
- (h) Roofs of Railway Stations and Aeroplane Sheds exceeding 30 ft. in height from ground level.

W026 ENDORSEMENT W.26

This Policy does not indemnify the Insured in respect of any claim arising in connection with the loading and discharging of vessels.

W027 ENDORSEMENT W.27

This policy does not indemnify the Insured in respect of any claim arising in connection with erection of flags, decorations, tents or marquees.

W028 ENDORSEMENT W.28

This Policy does not indemnify the Insured in respect of any claim arising in connection with employees other than salesmen or buyers.

W029 ENDORSEMENT W.29

This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling or treatment of fur or leather.

W030 ENDORSEMENT W.30

This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling or treatment of raw skins or hides.

W031 ENDORSEMENT W.31

This Policy does not indemnify the Insured in respect of any claim arising in connection with the erection, painting, repairing or demolition of gasholders.

W032 ENDORSEMENT W.32

This Policy does not indemnify the Insured in respect of any claim arising in connection with work other than on residences, offices or shops at a height not exceeding 30 ft. from ground level.

W033 ENDORSEMENT W.33

This Policy does not indemnify the Insured in respect of any claim arising in connection with the testing or loading of firearms or cartridges.

W034 ENDORSEMENT W.34

This Policy does not indemnify the Insured in respect of any claim arising in connection with any manufacturing process.

W035 ENDORSEMENT W.35

This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of belting for machinery.

W036 ENDORSEMENT W.36

This Policy does not indemnify the Insured in respect of any claim arising in connection with the dismantling, breaking up or demolition of buildings, works, plant or machinery of any description.

W037 ENDORSEMENT W.37

This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of paper.

W038 ENDORSEMENT W.38

This Policy does not indemnify the Insured in respect of any claim arising in connection with the production or refining of mineral oils.

W039 ENDORSEMENT W.39

This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of machine made paper, tracing cloth, tracing paper, or waxed paper.

W041 ENDORSEMENT W.41

This Policy does not indemnify the Insured in respect of any claim arising in connection with clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.

W045 ENDORSEMENT W.45

This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of wire ropes.

W046 ENDORSEMENT W.46

It is hereby understood and agreed that this policy is issued on the express understanding and condition that the Insured only makes rope, cord and twine from cotton yarn and does not engage in any work connected with the preparing and spinning of cotton.

W047 ENDORSEMENT W.47

This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of riggers.

W048 ENDORSEMENT W.48

- This Policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) loading or discharging of vessels other than coastal vessels not exceeding 1,000 tons and lighters and receiving from or delivering to such vessels whether on dock, quayside or wharf, or otherwise.
 - (b) loading, discharging, receiving from or delivering to coastal vessels not exceeding 1,000 tons and lighters by one employer as part of a single operation which includes loading or unloading or receiving from or delivering to vessels other than coastal vessels not exceeding 1,000 tons and lighters.
 - (c) lighter men and crew of coastal vessels not exceeding 1,000 tons.

W049 ENDORSEMENT W.49

- This policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) employees receiving from or delivering to vessels or employees on dock, quayside or wharf;
 - (b) stevedores or lighter men;
 - (b) the construction of bridges built of other material than brick, stone, timber or concrete.

W050 ENDORSEMENT W.50

- This Policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) roof and ceiling work;
 - (b) clay-getting from any quarry or pit or clay mining
 - (c) any work other than the paving and tiling of floors and interior walls to a height of not more than 8 feet from the floor.

W051 ENDORSEMENT W.51

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work other than the laying of parquet floors.

W052 ENDORSEMENT W.52

This Policy does not indemnify the Insured in respect of any claim arising in connection with wire drawing of any other metal than gold, platinum or silver.

W053 ENDORSEMENT W.53

This Policy does not indemnify the Insured in respect of any claim arising in connection with wire drawing of any metal other than gold, platinum, silver, brass or copper.

W055 ENDORSEMENT W.55

- This policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) the construction of bridges exceeding or designed to exceed in any part when completed 20 ft. in height from road or water level at low tide.
 - (b) the construction of bridges built of other material than brick, stone, timber or concrete.

W056 ENDORSEMENT W.56

This Policy does not indemnify the Insured in respect of any claim arising in connection with pit sinking or the construction, alteration or repair of chimney shafts.

W057 ENDORSEMENT W.57

This Policy does not indemnify the Insured in respect of any claim arising in connection with shaft or lift well sinking.

W058 ENDORSEMENT W.58

This Policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 28 lbs. in weight.

W059 ENDORSEMENT W.59

This Policy does not indemnify the Insured in respect of any claim arising in connection with sinking or digging of wells other than artesian or tube wells.

W060 ENDORSEMENT W.60

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only so far as regards claims under The Workmen's Compensation Ordinance 1952
The Workmen's Compensation (Amendment) Ordinance 1956
The Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981
including subsequent amendments to the said Ordinance passed prior to the date of this endorsement.

W063 ENDORSEMENT W.63

This policy does not indemnify the Insured in respect of any claim arising in connection with the direct employment by the Insured of acrobats, gymnasts, trapeze and tight-rope performers exhibitors of performing animals and persons engaged in turns of an abnormally hazardous and dangerous nature.

W064 ENDORSEMENT W.64

This Policy does not indemnify the Insured in respect of any claim arising in connection with work on board ships.

W066 ENDORSEMENT W.66

This Policy does not indemnify the Insured in respect of any claim arising in connection with the building or repair of railway coaches or railway wagons.

W067 ENDORSEMENT W.67

Notwithstanding anything to the contrary contained in the within Policy, the Insured undertakes to make to the Company within one month of the termination of each Period of Insurance a declaration of the maximum number of members of the club insured by the within Policy during such Period of Insurance and if the total number so declared shall differ from the number in respect of which premium has been paid, a proportionate additional premium shall be paid to or a proportionate refund of premium shall be made by the Company as the case may be.

W068 ENDORSEMENT W.68

This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) quarrying or mining
(b) loading, unloading, carting and all other operations, incidental to quarry work.

W069 ENDORSEMENT W.69

This Policy does not indemnify the Insured in respect of any claim arising in connection with fixing and rigging.

W070 ENDORSEMENT W.70

This Policy does not indemnify the Insured in respect of any claim arising in connection with work involving blasting operations.

W071 ENDORSEMENT W.71

This Policy does not indemnify the Insured in respect of any claim arising in connection with
(a) employees receiving from or delivering to vessels or employees on dock quayside or wharf.
(b) stevedores or lighter men.

W073 ENDORSEMENT W.73

This policy does not indemnify the Insured in respect of any claim arising in connection with work on buildings.

W074 ENDORSEMENT W.74

In consideration of the payment of an additional premium it is hereby understood and agreed that the within Policy is extended to include employees occasionally employed by the insured for Domestic Servants in connection with *(1) his house or garden (2) stable, or (3) in connection with the Motor Car or Motor Cars owned by him.

For the purposes of this Insurance the expression "employees occasionally employed" shall not be deemed to include any person regularly employed for more than two days a week whether for the whole or part of the day, or persons employed continuously for more than two months.

W078 ENDORSEMENT W.78

This Policy does not indemnify the Insured in respect of any claim arising in connection with racing peacemaking or speed trails.

W079 ENDORSEMENT W.79

This policy does not indemnify the Insured in respect of any claim arising in connection with the repair of Motor Cars.

W080 ENDORSEMENT W.80

This Policy does not indemnify the Insured in respect of any claim arising in connection with tree felling or sawing or carting in connection therewith.

W081 ENDORSEMENT W.81

The Company shall not be liable by virtue of this Policy if at any time work is undertaken by the use of staging's or slings.

W082 ENDORSEMENT W.82

This Policy does not indemnify the Insured in respect of any claim arising in connection with employees engaged in driving.

W083 ENDORSEMENT W.83

This policy does not indemnify the Insured in respect of any claim arising in connection with

- (a) the construction, alteration or demolition of buildings;
- (b) the construction or alteration of reservoirs filter beds or softening plants;
- (c) the sinking or digging of wells;
- (d) the use of explosives.

W084 ENDORSEMENT W.84

This Policy does not indemnify the Insured in respect of any claim arising in connection with travelling in aircraft.

W085 ENDORSEMENT W.85

This Policy does not indemnify the Insured in respect of any claim arising in connection with

- (a) the use of explosives;
- (b) the making of sewers or other excavations exceeding in any part a depth of 10 ft. from the surface;
- (c) tunneling.

W086 ENDORSEMENT W.86

This policy does not indemnify the Insured in respect of any claim arising in connection with

- (a) the use of explosives;
- (b) quarrying;
- (c) tunneling.

W087 ENDORSEMENT W.87

The Company shall not be liable by virtue of this Policy if at any time the Insured engaged in any work other than making toilet soap by remelting and perfuming manufactured soap.

W088 ENDORSEMENT W.88

This Policy does not indemnify the Insured in respect of any claim arising in connection with sign erecting.

W089 ENDORSEMENT W.89

This Policy does not indemnify the Insured in respect of any claim arising in connection with a quarry worked by the Insured.

W090 ENDORSEMENT W.90

It is hereby understood and agreed that if the duties of any employee at a Stone or Slate Dressing or Stone breaking Yard occupied by the Insured take him at any time to a quarry worked by the Insured the total wages of any such employee shall be rated at the rate applicable to the quarrymen.

W091 ENDORSEMENT W.91

This Policy does not indemnify the Insured in respect of any claim arising in connection with the cartage of goods.

W092 ENDORSEMENT W.92

This Policy does not indemnify the Insured in respect of any claim arising in connection with wells exceeding a depth of 20 ft. from the surface or in connection with the sinking or digging of wells other than Artesian or Tube wells.

W094 ENDORSEMENT W.94

This policy does not indemnify the Insured in respect of any claim arising in connection with churches, chapels, cinemas, exhibitions, music halls, public halls and theatres.

W095 ENDORSEMENT W.95

It is hereby understood and agreed that the following words are added to this Policy:-"Where the premium is based on the number of employees of the Insured, the Insured shall furnish at expiration of each period of Insurance a statement showing the total number of persons employed during such period and shall pay to the Company any additional premium due in respect of the persons so employed."

W096 ENDORSEMENT W.96

This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of professionals.

W097 ENDORSEMENT W.97

This policy does not indemnify the Insured in respect of any claim arising in connection with fitting, installing, repairing or testing away from the premises of the Insured.

W100 ENDORSEMENT W.100

This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding 5 cwt. in weight when completed for use.

W101 ENDORSEMENT W.101

This Policy does not indemnify the Insured in respect of any claim arising in connection with any machinery (other than cranes, hoists, lifts or plug mills) driven by steam, gas, water, electricity or other mechanical power.

W102 ENDORSEMENT W.102

This Policy does not indemnify the Insured in respect of any claim arising in connection with

- (a) any work other than that of maintenance or repair;
- (b) water diversion pile driving dam construction, or work within or behind dams;
- (c) the removal or fixing of dock gates;
- (d) the employment of divers or the use of explosives.

W103 ENDORSEMENT W.103

This policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding 3 h.p. or 5 cwt. in weight when completed for use.

W111 ENDORSEMENT W.111

This Policy does not indemnify the Insured in respect of any claim arising in connection with smelting and rolling.

W113 ENDORSEMENT W.113

This Policy does not indemnify the Insured in respect of any claim arising in connection with employees other than indoor servants.

W114 ENDORSEMENT W.114

It is hereby understood and agreed that this Policy is issued on the express understanding and condition that none of the employees insured hereunder will at any time fly.

W115 ENDORSEMENT W.115

This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of jockeys, grooms and stable-hands engaged in riding.

W117 ENDORSEMENT W.117

This Policy does not indemnify the Insured in respect of any claim arising in connection with tree felling or sawing or transporting of trees (including timber rafting) in connection therewith.

W162 ENDORSEMENT W.162

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work other than lecturing indoors.

W166 ENDORSEMENT W.166

This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of sanitary pipes, drain pipes, stone-ware unglazed flower pots, fireclay goods, roofing and terra-cotta tiles or in connection with clay-getting in any quarry or pit or in connection with the construction, repair or demolition of kiln chimney.

W169 ENDORSEMENT W.169

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work outside buildings.

ENDORSEMENT W.171

This policy does not indemnify the Insured in respect of any claim arising in connection with the breeding or training of non-domestic animals.

W172 ENDORSEMENT W.172

This Policy does not indemnify the Insured in respect of any claim arising in connection with trading on the East Coast of the Peninsular Malaysia beyond 30 miles from Singapore during the monsoon period 1st November to 31st March.

W173 ENDORSEMENT W.173

This Policy does not indemnify the Insured in respect of any claim arising in connection with the crews of launches and other craft used other than in Inland Waterways or within Harbour Limits.

W174 ENDORSEMENT W.174

This Policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 1 ton in weight.

W175 ENDORSEMENT W.175

This Policy does not indemnify the Insured in respect of any claim arising in connection with slating, roof or ceiling tiling, dismantling, breaking up or demolition of buildings, works, plant or machinery of any description or loading or discharging vessels.

W176 ENDORSEMENT W.176

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery other than stone crushers, mortar mills and concrete mixers.

W177 ENDORSEMENT W.177

This Policy does not indemnify the Insured in respect of any claim arising in connection with the sinking of wells other than by precast concrete well wall.

W179 ENDORSEMENT W.179

This Policy does not indemnify the Insured in respect of any claim arising in connection with the erection of pylons and gantries of a height exceeding 30 ft.

W180 ENDORSEMENT W.180

This Policy does not indemnify the Insured in respect of any claim arising in connection with tree-felling or sawing and carting in connection therewith with the exception of light felling work incidental to maintenance or the destruction of pests and diseases.

W181 ENDORSEMENT W.181

This Policy does not indemnify the Insured in respect of any claim arising in connection with the climbing of trees for nuts or toddy collection.

W182 ENDORSEMENT W.182

This Policy does not indemnify the Insured in respect of any claim arising in connection with the preserving and canning of fruits.

W183 ENDORSEMENT W.183

This policy does not indemnify the Insured in respect of any claim arising in connection with timber felling, burning or piling of trees other than rubber trees on Rubber Estates.

W184 ENDORSEMENT W.184

This Policy does not indemnify the Insured in respect of any claim arising in connection with work more than 4 miles away from land.

W188 ENDORSEMENT W.188

This Policy does not indemnify the Insured in respect of any claim arising in connection with horse-racing.

W189 ENDORSEMENT W.189

This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of paint involving the use of red or white lead.

W190 ENDORSEMENT W.190

This policy does not indemnify the Insured in respect of any claim arising in connection with the sinking of shafts and the opening up or driving of levels and slants.

W191 ENDORSEMENT W.191

This Policy does not indemnify the Insured in respect of any claim arising in connection with work at a height exceeding 30 ft.

W192 ENDORSEMENT W.192

This Policy does not indemnify the Insured in respect of any claim arising in connection with felling sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.

W198 ENDORSEMENT W.198

The Company shall not be liable by virtue of this Policy if at any time the Insured undertakes any work involving blasting operations.

W199 ENDORSEMENT W.199

This policy does not indemnify the Insured in respect of any claim arising in connection with
(a) sinking or digging wells.
(b) any work on in or about wells which exceed a depth of 20 ft. from the surface.

W201 ENDORSEMENT W.201

This Policy does not indemnify the Insured in respect of any claim arising in connection with the printing of daily newspapers or the manufacture of paper.

W202 ENDORSEMENT W.202

This Policy does not indemnify the Insured in respect of any claim arising in connection with the building or repairing of iron steel and concrete vessels other than vessels not exceeding 1,000 tons gross measurement and Tin Dredges.

W204 ENDORSEMENT W.204

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work in jungle.

W205 ENDORSEMENT W.205

This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture or bottling of carbonated minerals or carbonated fruit drinks.

W206 ENDORSEMENT W.206

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of twakows, lighters, barges and other cargo carrying craft beyond harbour limits or inland waters.

W207 ENDORSEMENT W.207

The Company shall not be liable by virtue of this Policy if at any time the insured engages in any manufacturing process other than Soap.

W214 ENDORSEMENT W.214

This policy does not indemnify the Insured in respect of any claim arising in connection with the supply of electricity by hydro-electric generating stations.

W215 ENDORSEMENT W.215

This Policy does not indemnify the Insured in respect of any claim arising in connection with horse riding or motor vehicle riding.

W217 ENDORSEMENT W.217

This Policy does not indemnify the Insured in respect of any claim arising in connection with maintenance or repair work on aircraft equipment or installation.

W218 ENDORSEMENT W.218

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago.

W219 ENDORSEMENT W.219

This policy does not indemnify the Insured in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago or within East Malaysia Coastal Limits.

W220 ENDORSEMENT W.220

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from Coast of Sumatra and Rhio Archipelago, East Malaysia, Thailand, Cambodia, Vietnam, West Coast of Sumatra and Java.

W221 ENDORSEMENT W.221

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews in wooden vessels.

W222 ENDORSEMENT W.222

This policy does not indemnify the Insured in respect of any claim arising in connection with the carriage of cargo.

W223 ENDORSEMENT W.223

This Policy does not indemnify the Insured in respect of any claim arising in connection with any work in Harvesting.

W224 ENDORSEMENT W.224

The Company shall not be liable by virtue of this Policy if at any time the insured is engaged in protecting carrying of Cash.

W225 ENDORSEMENT W.225

This policy does not indemnify the Insured in respect of any claim arising in connection with fishing on the East Coast of Peninsular Malaysia beyond 30 miles from Singapore during the monsoon period 1st November to 31st March or within East Malaysia Coastal Limits during the Lunda Period 1st October to 31st March.

W226 ENDORSEMENT W.226

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews of fishing vessels other than those operating in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago or within East Malaysia Coastal Limits.

W227 ENDORSEMENT W.227

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews of fishing vessels other than those operating in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago, East Malaysia, Thailand, Cambodia, Vietnam, West Coast of Sumatra and Java.

W228 ENDORSEMENT W.228

This Policy does not indemnify the Insured in respect of any claim arising in connection with crews on wooden fishing vessels.

W229 ENDORSEMENT W.229

This policy does not indemnify the Insured in respect of any claim arising in connection with climbing and the use of ladders during harvesting.

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

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

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, 19th Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:

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