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STAMP DUTY  
PAID

## SME BIZCARE PLUS POLICY

Whereas the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Insurance Berhad** (hereinafter referred to as "the Company") for an insurance in the terms hereinafter contained.

It is a condition of this Policy that the liability of the Company shall in no case exceed in respect of each item in the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured under each Section or the amount specified in the Schedule as the Limit of Indemnity and for the Period of Insurance.

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.

### 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 policy.

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 purpose 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 insurer.

Subject otherwise to the terms and conditions of this Policy.

### Data Protection Obligations and Rights

The Insurer shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. The Insurer shall be able to disclose Personal Data provided by the Assured, as the context may require to:

- a) Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) The Insurer's authorised agents and service providers with whom the Insurer has contractual agreements for some of the Insurer functions, service and activities;
- d) Other Insurers or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful Brokers, Reinsurance companies and Retakaful operators;
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) The Insurer's merchants and strategic partners;
- g) Any parties authorised by the Assured (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities

The Assured will keep the Insurer updated in respect of all such Personal Data as soon as is practicable.

The Insurer shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to the Insurer.

The Insurer may from time to time request that the Assured provide other Personal Data required for the purposes of this Policy.

Prior to providing the Insurer with the Personal Data of the Insured, or another individual, the Assured must inform that individual of the Insurer privacy notice.

For detailed privacy notice on how the Insurer collect, use, process, protect and disclose Personal Data, please visit the Insurer branches, contact Etiqa Online at 1300 13 8888, or refer to the Insurer website at [www.etiqa.com.my](http://www.etiqa.com.my).

## Right to Terminate Due to Anti-Money Laundering and Counter Financing of Terrorism

If the Insurer discover, or have justified suspicion, that the Policy is exploited for money laundering activities or to finance terrorism, The Insurer reserve the right to terminate the Policy immediately. The Insurer shall deal with all contributions paid and all benefits or sums payable in respect of the Policy in accordance with any applicable laws.

## Situation / Location of Risk

As specified under the Schedule.

## Section A (Fire)

**IN CONSIDERATION** of the Insured named in the Schedule hereto paying to **Etiqa General Insurance Berhad** (hereinafter called the "Company") the Premium mentioned in the said Schedule.

**THE COMPANY AGREES** subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by **FIRE** or **LIGHTNING** during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damaged.

**PROVIDED THAT** the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on behalf of the Company.

## General Conditions Under Section A

**PROVIDED ALWAYS** that the due observance and fulfillment of the terms conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 1. MISDESCRIPTION

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 2. PAYMENT OF PREMIUM

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

### 3. OTHER INSURANCES / TAKAFUL

The Insured shall give notice to the Company of any Insurances/Takaful already effected, or which may subsequently be effected, covering any of the property hereby insured/covered, and unless such notice be given and the particulars of such Insurances/Takaful be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.

### 4. FALLEN BUILDINGS

All Insurance under this Policy

- (a) on any building or part of any building,
- (b) on any property contained in any building,
- (c) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement:
  - (i) of such building or of any part thereof,
  - (ii) of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

### 5. EXCLUDED RISKS

(1) This Insurance does not cover:

- (a) Loss by theft during or after the occurrence of a fire.
- (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)] or by its undergoing any heating or drying process.
- (c) Loss or damage occasioned by or through or in consequence of:
  - (i) The burning of property by order of any public authority
  - (ii) Subterranean Fire
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(2) This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(2) only combustion shall include any self-sustaining process of nuclear fission.

### 6. EXCLUDED PERILS

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

- (a) Earthquake, volcanic eruption or other convulsion of nature
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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

## 7. POLLUTION / CONTAMINATION CLAUSE

This Insurance does not cover any liability for:

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- (a) pollution or contamination which itself results from a contingency hereby insured against.
- (b) any contingency hereby insured against which itself results from pollution or contamination

## 8. GENERAL EXCLUSIONS

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

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500/-
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

## 9. ALTERATIONS AND REMOVALS

Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by Endorsement upon the Policy, by or on behalf of the Company:

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

## 10. MARINE CLAUSE

This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

## 11. CANCELLATION

This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This Insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.

## 12. LOSS NOTIFICATION

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) Particulars of all other Insurances, if any.

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

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

### 13. EXTENSIONS

The Insurance under this policy extends to include: -

- (a) Wages of the Insured's employees other than full-time members of a Works Fire Brigade.
- (b) The cost of replacement of firefighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
- (c) Fire Brigade charges.

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

### 14. RIGHT OF ENTRY

On the happening of any loss or damage to any of the property insured by this Policy, the Company may: -

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

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

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

### 15. FORFEITURE

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of General Condition 22 of Section A) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

### 16. REINSTATEMENT

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the Sum Insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

### **17. MARKET VALUE**

In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay the insured value or the 'market value' of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the Policy. For the purpose of this condition, the term 'market value' shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The 'Market Value' of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Financial Services Act 2013 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorized sole agent or agent, authorized broker, authorized distributor, building contractor, Loss Adjuster licensed under the Financial Services Act 2013 or Registered Value under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

### **18. SUBROGATION**

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

### **19. CONTRIBUTION**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

### **20. AVERAGE**

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

### **21. REINSTATEMENT OF LOSS**

In the event of a loss, the Insurance hereunder shall be maintained in force for the full Sum Insured and the insured shall be liable to pay an additional premium at the rate stated in the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current Period of Insurance.

### **22. ARBITRATION**

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire sodying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

### **23. LIMITATION**

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

**24. NOTICE**

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

**25. CONTRACT**

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

### Applicable to Section A only

### Terrorism & Sabotage Extension

This policy is extended to cover physical loss or damage to the property insured directly arising from acts of terrorism and sabotage.

For the purpose of this insurance: -

- A. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. Act of terrorism shall also include any act which is verified or recognized by the relevant government as an act of terrorism and/or regulated under any relevant laws.
- B. An act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

The combined liability of the Company under this extension for Fire material damage & Fire Consequential Loss (if insured) is limited to 10% of the total sum insured or RM1,000,000 whichever is the lower and in the aggregate.

**Exclusions**

1. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
2. Any consequential loss or damage by any other ensuing cause, except whereby a separate insurance is taken up to cover Gross Profit and Loss of Rental Income or increased cost of working.
3. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
4. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
5. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage.

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

Otherwise, subject to the terms and condition of the policy.

### Inconvenience Allowance

In the event that there is a valid claim arising from Fire and/or Lightning or Extended Perils (under Section A of the Policy) that exceeds RM5,000 (after the application of excess, if any, as stated in the Policy), the Company will pay a lump sum payment of RM2,500 being an additional inconvenience allowance benefit to the Insured. This additional benefit is limited to one time payment in any one period of insurance regardless of the number of claims and is payable in addition to the actual loss amount. It is further agreed in the event of the final approved claim amount is RM5,000 and below (after the application of excess, if any, as stated in the Policy) the amount of RM2,500 that was paid earlier will be deducted from final claim settlement.

### Mortgage Clause (if applicable)

Loss, if any, payable to Mortgagee (Chargee) as specified in the Policy Schedule as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) of the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, Provided in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

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

Non-Cancellation Clause.

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

### Section B (Restricted All Risks) (Applicable only if specified in the schedule)

In consideration of the payment by the Insured of the premium as stated in the Schedule and subject to the Terms, Provisos, Exclusions and Conditions contained herein or endorsed hereon, the Company agrees that if during the Period of Insurance or any subsequent period for which the Insured shall have paid and the Company shall have agreed to accept the renewal premium there occurs any Accidental Physical Loss or Damage (but excluding losses caused by Fire & Perils as more specifically stated in Exclusion 1 of Section B below) to the Property Insured described and anywhere within the Situation stated in the Schedule then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

Provided always that the liability of the Company shall not exceed in respect of each item the sum insured set opposite thereto or in all the Total Sum Insured.

### Conditions Under Section B

1. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice to the: -
  - a) Police and take all practical steps to trace and recover the lost or damaged Property Insured if the loss or damage arises from theft or any attempt thereat.
  - b) Company in writing or not later than thirty (30) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.
2. The Insured shall take all reasonable precautions for the safety of the Property Insured.
3. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on behalf of the Insured to obtain benefit under this Policy, all benefit hereunder shall be forfeited.
4. The Company may at its option reinstate, repair or replace the Property Insured or any part thereof instead of paying the amount of the loss or damage.
5. Upon the happening of any loss or damage insured by this Policy, the sum insured in respect of the lost or damaged item of the Property insured shall immediately be reduced by the amount paid or payable in respect of such loss or damage.

6. Where any item of the Property Insured consists of articles in a pair or a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than proportionate part of the sum insured of the pair or set.
7. If the property Insured shall at the time of any happening giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this Policy Insured shall be separately subject to this condition.
8. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for the purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.

### Exclusions Under Section B

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Loss or damage arising from Fire, Lightning and all other allied perils such as Riot Strike & Malicious Damage, Aircraft Damage, Earthquake & Volcanic Eruption, Storm Tempest, Explosion, Impact Damage, Bursting or Overflowing of Water tanks / pipes, Bush / Lalang Fire, Subsidence / Landslip, Spontaneous Combustion, Falling Trees, damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity and others which are insurable under Section A of this insurance.
2. The policy excess of 10% of each and every loss subject to a minimum of RM1,000 to be borne by the Insured in respect of each and every claim.
3. Loss or damage arising from:
  - (a) its own ignition, explosion, mechanical breakdown or electrical breakdown, failure, breakage or derangement or burn out.
  - (b) wear and tear, depreciation, gradual deterioration, rust, corrosion, oxidation, mildews, moth, vermin or any inherent defect in the property insured, or in connection with any process of cleaning, dyeing, repairing, restoring or renovating, the action of light or atmospheric conditions (other than lightning, storm or tempest).
  - (c) the fraud or dishonesty of the Insured or of any employee of the Insured.
  - (d) the willful act or willful negligence of the Insured or any employee of the Insured.
4. The cost of:
  - a) adjustments or rectification of operational malfunctions
  - b) replacement of spent loss or damaged expendable or replaceable parts including bulbs valves, tubes, fuses, batteries, belts, chains, tapes, ribbons, cards unless necessitated by loss or damage covered by this Policy.
5. The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble and/or other articles of a brittle nature, unless caused by Burglary, Housebreaking, Larceny, Theft and/or Fire;
6. Loss or damage to:
  - a) property whilst in transit as unaccompanied baggage shipped under a bill of lading parcel receipt, waybill or similar document or
  - b) securities deeds bond bills of exchange promissory notes, cheque, money, medals, coins, stamps, air tickets, books of account, computer system records
  - c) manuscripts, plans, drawings or designs, patterns, models or moulds.
  - d) trunks, bags, boxes and other receptacles
7. Unexplained shortages and mere disappearance. Any shortage discovered by an inventory is not insured unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat.
8. Loss of use of any Property or consequential loss, or liability of any kind of description.

## Clauses Under Section B

### HIRE PURCHASE OR LEASING

#### Hire Purchase

It is hereby understood and agreed that the Owner as stated in the Schedule (hereinafter referred to as Owners) are the owners of the property insured and that the property insured is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured / Hirer of the other part. It is further understood and agreed that any that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under this Policy shall be made to the Owners as long as they are Owners of the property insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured / Hirer as stated in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured / Hirer an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured / Hirer to the Owners of his rights benefits and claims under this Policy.

It is lastly understood and agreed that the Insured / Hirer shall not assign his rights benefits and claim under this Policy without the prior consent in writing of the Company.

#### Leasing

It is hereby understood and agreed that the lessor as stated in the Schedule (hereinafter referred to as the Lessors) are the owners of the property insured and that such property is the subject of a Leasing Agreement made between the Lessors of the one part and the Insured / Lessee of the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this endorsement could be payable to the Insured / Lessee under this Policy in respect of loss of or damage to the property (which loss or damage is not made good by repair, reinstatement or replacement under the terms of the policy) and such monies shall be paid to the Lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or effect the rights and liabilities of the Insured / Lessee or the Company respectively under or in connection with this Policy.

### INTERNAL REMOVAL

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

### REINSTATEMENT / REPLACEMENT VALUE CLAUSE (Equip. not exceeding 5 years)

It is hereby declared and agreed that in the event of the property insured under this Policy being damaged or stolen, the basis upon which the amount payable under each of the said items is to be calculated, shall be the cost of replacing the same kind or type but not better to or more extensive than the insured property when new, subject to the following provisions and the terms and conditions of the Policy except insofar as the same may be varied hereby.

Provisions: -

1. Replacement may be carried out in any manner suitable to the requirements of the Insured provided the liability of the Insurer is not thereby increased.
2. Where there is partial loss only, the maximum liability of the Insurer is the estimated cost of replacement if the whole of the property insured had been damaged or stolen.
3. The value of the said items declared to the Company shall be the value when new and not the market value at the time of effecting cover, in any event the cost of replacing the loss or damage items shall not exceed the sum insured on the said items.
4. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any 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 replacement set forth therein.
5. This Clause shall not apply to any property more than 5 years old.

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

**PAIR AND SET**

In the event of loss and or damage to any articles forming part of a pair or set the Company's Liability shall be limited to the value of such part or parts which may be lost or damaged without any references to any special value which such articles may have as part of the insured value of such pair or set.

**Section C (Miscellaneous Classes)**

<p><b>Sub-section C1</b>    <b>Burglary</b></p> <p><b>Sub-section C2</b>    <b>Money</b></p> <p><b>Sub-section C3</b>    <b>Fidelity Guarantee</b></p> <p><b>Sub-section C4</b>    <b>Plate Glass</b></p> <p><b>Sub-section C5</b>    <b>Public Liability</b></p> <p><b>Sub-section C6</b>    <b>Employer's Liability</b></p> <p><b>Sub-section C7</b>    <b>Group Personal Accident</b></p>	}	<b>Applicable only if specified in the Schedule</b>
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**Sub-Section C1 (Burglary)**  
**(Applicable only if specified in the schedule)**

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured against:

- a) any of the property whilst within the premises shall be lost by Burglary or Housebreaking following entry or exit by forcible and violent means or hold-up or armed robbery or
- b) there shall occur any damage to the premises falling to be borne by the insured consequent upon such Burglary or Housebreaking or any attempt thereat

**The Company will pay or make good to the Insured: -**

- 1. Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
- 2. The net cost of repairing such damage.

**But not exceeding** in respect of any one item specified in the Schedule the Sum Insured thereon nor in respect of damage to the Premises five (5) per cent of the Total Sum Insured nor in the whole during any one Period of Insurance such Total Sum Insured.

**Provided** also that the Premises mentioned in the Schedule shall not include any yard, garden, outbuilding, open space or other appurtenances unless specifically included in the Schedule hereto.

**Provided Further** that the due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the company to make any payment under this Policy.

**Conditions Under Sub-Section C1 (Burglary)**

- 1. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice to the: -
  - a) Police and take all practical steps to trace and recover the lost or damaged Property Insured if the loss or damage arises from theft or any attempt thereat.
  - b) Company in writing or not later than thirty (30) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.

2. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if books showing all purchases of goods or stock particulars of articles or goods manufactured and of goods or stock sold or otherwise disposed of shall not have been duly and correctly kept during the time the Insured has carried on the Business then this Policy shall be void and all benefit there under shall be forfeited.
3. Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the insured property shall at time of any 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 or damage accordingly.
4. The Insured shall exercise reasonable care in the selection and supervision of employees and shall take all reasonable precautions to safeguard the Property.
5. Immediately upon the happening of any loss, destruction or damage the Total Sum Insured and the Sum Insured upon the various descriptions of Property which have been lost destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sum Insured shall be the limits of the Company's liability in respect of any further loss destruction or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sum Insured.

### Provisions Under Sub-Section C1 (Burglary)

#### **Market Value Clause (Applicable to non-stock in trade or merchandise)**

In the event of a loss or damage to the insured property which is not stock in trade or merchandise, the limit of indemnity shall be the insured value or the market value of the insured property whichever is the lower, subject to the deduction of any excess and amount which the Insured is required to bear under the Policy.

The term market value shall mean the value of the insured property herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as its was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Financial Services Act 2013 and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster licensed under the Financial Services Act 2013 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

### Exclusion Under Sub-Section C1 (Burglary)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. The policy excess of 5% of each and every loss subject to a minimum of RM 750 to be borne by the Insured in respect of each and every claim.
2. Loss of or damage to property more specifically insured or money, securities, coins, medals, stamps, stamp collections, jewellery, watches, furs, precious metals, precious stones or articles composed of any of them, documents, business books, manuscripts, curios, sculptures, rare books, plans, patterns, moulds, models or designs, tobacco, cigars or cigarettes, deeds, bonds, bills of exchange, promissory notes livestock stock or motor vehicles and accessories unless specially mentioned as insured hereunder.

3. Loss or destruction or damage due to any theft as aforesaid or to any attempt thereat
  - a) occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any servant of the Insured or Insured's family
  - b) to stained or plate glass or any decoration or lettering thereon.
  - c) resulting from a safe or strong room being opened by a key obtained through its having been left on the premises whilst closed for business purposes.
  - d) arising while the premises are in the occupation of a sub-tenant.
  - e) occasioned by happening through or contributed to by volcanic eruption subterranean fire earthquake or other convulsion of nature.

### Clauses Under Sub-Section C1 (Burglary)

#### **HOLD-UP AND ARMED ROBBERY EXTENSIONS**

It is hereby declared and agreed that this Policy is extended to cover the risk of robbery inside the premises described herein.

It is further declared and agreed that the word 'ROBBERY' shall mean taking of Insured property:

- a) By violence inflicted upon a custodian
- b) By putting him in fear or violence
- c) From the custodian who has been killed or rendered unconscious.

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

#### **REPLACEMENT VALUE CLAUSE**

**(Not applicable to stock-in-trade or merchandise)**

It is hereby declared and agreed that in the event of the property insured under this Policy being damaged or stolen, the basis upon which the amount payable under each of the said items is to be calculated, shall be the cost of replacing the same kind or type but not better to or more extensive than the insured property when new, subject to the following provisions and the terms and conditions of the Policy except insofar as the same may be varied hereby.

Provisions: -

1. Replacement may be carried out in any manner suitable to the requirements of the Insured provided the liability of the Insurer is not thereby increased.
2. Where there is partial loss only, the maximum liability of the Insurer is the estimated cost of replacement if the whole of the property insured had been damaged or stolen.
3. The value of the said items declared to the Company shall be the value when new and not the market value at the time of effecting cover, in any event the cost of replacing the loss or damage items shall not exceed the sum insured on the said items.
4. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any 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 replacement set forth therein.
5. This Clause shall not apply to any property more than 5 years old.

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

### Warranties Under Sub-Section C1 (Burglary)

**(Applicable only if specified in the schedule)**

#### **BURGLAR ALARM SYSTEM WARRANTY**

Warranted always that throughout the currency of this Policy, the premises containing the property insured be protected by an approved intruder alarm system with standby batteries installed and maintained in good working order under an annual maintenance contract.

If the alarm system is under manufacturer's guarantee, the Insured shall conclude an annual maintenance contract on expiry of the guarantee period with the manufacturer or authorized distributor of the intruder alarm system.

The Company shall not be liable under this Policy for any loss or damage arising whilst the premises are closed against

customers or callers unless at such time the intruder alarms system and all other fastenings and protections existing on the premises are in full and effective operation.

**SECURITY GUARD WARRANTY**

Warranted that the premises be under the surveillance of a Security Guard after \*Business Hours.

\* Business Hours being the Insured's usual office hours including overtime.

**Sub-Section C2 (Money)**  
**(Applicable only if specified in the schedule)**

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured against:

1. Loss, destruction or damage of Money by any cause whatsoever occurring in the Situation stated in the Schedule during the Period of Insurance and
2. The cost of repair of the Safe or Strong room not otherwise insured, directly associated with any theft or attempted theft there from occurring during the Period of Insurance, subject to liability of the Company shall not exceed amount as specified in the Schedule.

**Provided** that out of Business Hours the Safe or Strong room whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured who on leaving the premises shall remove the keys there from.

**Definitions**

**Money**

Cash, Bank and Currency Notes, Cheques, Money Orders, Postal Orders, Current Postage Stamps and Revenue Stamps all belonging to the Insured or for which the Insured has accepted responsibility.

**Business Hours**

The period during which the Insured's Premises are actually occupied for business purposes and during which the Insured or his employees entrusted with Money are in the Premises.

**Situation**

- |  |   |                                     |
|--|---|-------------------------------------|
| <ol style="list-style-type: none"> <li>a) in the Insured's business premises</li> <li>b) in direct Transit in the custody of the Insured or an authorized official or employee of the Insured</li> </ol> | } | Territorial limits: Within Malaysia |
|--|---|-------------------------------------|

**Conditions Under Sub-Section C2 (Money)**

1. The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company.
2. The Insured shall take all reasonable precautions for the safety of the Money and upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall give immediate notice to the:-
  - (a) Police and render all reasonable assistance in tracing and recovering the Money.
  - (b) Company in writing or not later than thirty (30) days from the date of occurrence and within six (6) weeks thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required by the Company.
3. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the Money lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any of the Money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignment and assurances in respect of such Money as may be reasonably required.
4. A proper record shall be kept in the books of the Insured of all such money in transit to be insured. The Insured shall at

all times allow the Company to inspect such books and within 30 days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such money in transit insured by this Policy during the said period.

5. In respect of all money kept in locked Safe/ Strong room / Drawer / Cabinet / Cash Register or Box, a complete record should also be kept in some place other than the aforementioned locked receptacles and the liability of the Company shall be limited to the amount of money shown by the record to be in such locked receptacles at the time of the loss subject to the Company's liability being limited to the Sums Insured as stated in the Schedule.
6. If at the time of any loss, there be any other insurance effected by or on behalf of the Insured covering any of the Money the liability of the Company hereunder shall be limited to its rateable proportion of such loss.
7. In no case whatsoever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

### Exclusions Under Sub-Section C2 (Money)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Loss destruction or damage:
  - a) outside the territorial limits.
  - b) due to professional negligence, failure to comply with procedures and guidelines and computer fraud.
  - c) the use of counterfeit money.
2. Loss by fraud, embezzlement or misappropriation by any director, partner or by an employee, at the Insured premises.
3. Shortages due to clerical or accounting errors or omissions charms black magic or tricksters.
4. Loss from an unattended vehicle.
5. Loss of money abstracted from any locked safe/ strong room/ drawer/ cabinet/ cash register or box following the use of the key to such locked receptacles or any duplicate thereof belonging to the Insured unless such key has been obtained by threats or violence and that the receptacle is kept locked except when in immediate use.
6. Any consequential loss whatsoever.
7. Due to unexplained circumstances.
8. Due to depreciation in value.

### Clauses Under Sub-Section C2 (Money)

#### **ABSCONDMENT BY MESSENGER CLAUSE (Maximum 7 days discovery, Limit RM500)**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the insurance granted by this Policy is extended to cover abscondment of money by the Insured's authorized employees provided it is discovered within 7 days of the loss.

Provided further that the liability of the Company shall be limited to the sum insured equivalent to 10% of the limit of liability on transit or RM500.00 whichever is lesser, in respect of any claim.

#### **BONUS PAYMENT CLAUSE (Limit increased by 2 times)**

It is hereby declared and agreed that the limit of liability in respect of transit/premises of wages and/or salaries as covered under this Policy during bonus and festive seasons is automatically increased to 2 times transit / premises limit.

Provided that all other terms conditions and exception, of this Policy remains unchanged.

#### **DAMAGE TO SAFE / DRAWERS / CABINETS / CASH REGISTERS (Limit RM500)**

It is hereby declared and agreed that this Policy is extended to include damage of safe / drawers / cabinets / cash registers resulting from a loss covered under the policy.

Limit : RM500.00 per loss.

**ASSAULT EXTENSION (RM10,000 for Death or Permanent Disablement only)**

This Policy is extended cover up to two employees of the Insured who are authorised to accompany the transits of Money and sustained death or loss of or the permanent total loss of use of limb / eye as described below arising from robbery or theft, subject to the Endorsement hereunder: -

**BENEFITS.**

<p>A. Death</p> <p>B. Total and irrecoverable loss of all sight in both eyes</p> <p>C. Loss of or the permanent total loss of use of both hands or both feet or one hand and one foot</p> <p>D. Loss of or the permanent total loss of use of one hand or one foot together with the total and irrecoverable of all sight in one eye</p> <p>E. Total and irrecoverable loss of all sight in one eye</p> <p>F. Loss of or the permanent total loss of use of one hand or one-foot</p>	<p>} occurring within 3 calendar months of bodily injury as aforesaid</p>	<p>{ RM 10,000.00</p> <p>{ RM 10,000.00</p> <p>{ RM 10,000.00</p> <p>{ RM 10,000.00</p> <p>{ RM 5,000.00</p> <p>{ RM 5,000.00</p>
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**Endorsement:**

The Insurers shall not be liable in respect of bodily injury

- (a) Occasioned or contributed to by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power riot or civil commotion or due to intentional self-injury whether criminal or not.
- (b) Sustained whilst the Life Assured is under the influence or intoxicants or is suffering from insanity.
- (c) Occasioned or contributed to by venereal disease or pregnancy.
- (d) sustained by the Life Assured whilst engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst travelling as a passenger in an aircraft operating on a scheduled service or a twin engine or multi-engine chartered aircraft
- (e) sustained whilst the Life Assured is engaged in hunting steeple-chasing racing of any kind (other than on foot) football polo mountaineering in the course of which it is necessary to use guides or ropes winter sports underwater pastimes water skiing or potholing except and insofar as the Insurers have by endorsement agreed to extend this insurance.

The Insurers shall not be liable in respect of bodily injury directly or indirectly caused by or contributed to or arising from: -

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) nuclear weapons materials.

Payment in respect of an employee shall not be made under more than one benefit in respect of the same injury. No further liability to make any payment under this Policy in respect of an employee shall attach to the Company after a claim under benefits A to F has been admitted and become payable in respect of such employee.

Benefits shall be payable only when the entire amount of the claim shall have been ascertained and proved to the satisfaction of the Company. Any sum or sums of money payable by the Company shall be paid to the Insured on behalf of the employee in respect of whom the claim is being made or his legal representative and the receipt of the said Insured shall in all respects be effectual discharge to the Company.

**Sub-Section C3 (Fidelity Guarantee)  
(Applicable only if specified in the schedule)**

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured all such direct pecuniary loss not exceeding the Limit of Indemnity as stated in the Schedule that the Insured may sustain by reason of any Act of Fraud or Dishonesty committed by any Employee described in the Schedule who must be identified by name.

1. During the Period of Insurance stated in the Schedule
2. During the uninterrupted continuance of employment of such Employee
3. In connection with the occupation and duties of such Employee

Provided that

1. The acts insured against are discovered no later than six (6) months after the resignation, dismissal, retirement or death of the Employee or no later than six (6) months after the termination of this Policy whichever be the earlier.
2. Immediately following the discovery of an act of fraud or dishonesty on the part of any such Employee the indemnity hereby granted shall be at an end in so far as any further act of fraud or dishonesty on the part of such Employee is concerned.
3. Any sum or sums paid or payable to the Insured in anyone period of insurance shall reduce the Limit of Indemnity so that the amount in respect of any or all such sum or sums shall not exceed the Limit of Indemnity stated in the Schedule.
4. The conditions annexed hereto or endorsed hereon 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.

### **Conditions Under Sub-Section C3 (Fidelity Guarantee)**

1. The Company shall not be liable: -
  - a) If any suppression or misstatement of any fact affecting the risk of the Company be made at the time of effecting this Policy or subsequently or
  - b) If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any of the Employees at any one time shall not be observed and put in practice on the part of the Insured in accordance with the said proposal or
  - c) If there be any change in the circumstances and conditions of the employments of any of the Employees without in every case the consent or sanction of the Company signified by endorsement hereon or
  - d) In respect of any loss due to an act insured against committed subsequently to the date upon which knowledge of any previous acts insured against committed by the same Employee shall have come to the Insured or to any representative of the Insured to whom is entrusted the duty of superintendence over such Employee or
  - e) If the Insured shall continue to entrust an Employee with money or any other property whatsoever after having discovered the commission at any time by the said Employee of any act insured against.
2. The Insured shall give notice in writing to the Company of any act insured against or of reasonable cause for suspicion thereof committed by an Employee immediately after that matter shall have come to the knowledge of the Insured or the Insured's representative as aforesaid stating the manner in which the act has been committed the nature and extent of the loss so far as then ascertained and the last known address of the Employee.
3. Every claim under this section shall be lodged with the Company in writing immediately or not later than thirty (30) days from the date of occurrence and within six (6) weeks after the date of such notice (failing which no claim shall be sustainable under this Policy if notification received later than 3 months) accompanied by full particulars and proofs satisfactory to the Company of the loss (verified if the Company shall so require by statutory declaration), and when any such loss has been made good and satisfied by the Company, this Policy so far as regards the defaulter shall wholly cease and determine as to any further obligations of the Company.
4. The Company shall be entitled at their own expense and for their own benefit in the name of the Insured or otherwise to prosecute all claims and exercise all rights of action competent to the Insured against any of the Employees in respect of any acts insured against in connection with which the Company may have made a payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining any such information and assistance as may be reasonably required for maintaining any such claims or rights. The Company waive their rights to any recovery (excluding any counter security taken by the Company) made by the Insured or themselves up to the amount by which the loss sustained by the Insured exceeds the amount for which the Company are liable under this Policy.
5. The Insured shall if required by the Company give information and furnish evidence to the Criminal Authorities of any act insured against committed or supposed to have been committed by any of the Employees in consequence of which a claim may be made under this Policy and the Insured shall if so required by the Company forthwith prosecute the Employee for such acts subject to the payment by the Company in the event of a conviction of all expenses necessarily incurred by the Insured in such prosecution.
6. The Company shall only be liable to contribute pro rata with any other guarantee whether by Policy or otherwise held by the Insured whether such guarantee be now held by the Insured or be here after taken or acquired and the Insured shall be bound to advise the Company of every such guarantee and of any limitation discharge or termination thereof.

7. Any moneys of the Employee in the hands of the Employer and any moneys which but for any act of fraud or dishonesty would have been due to the Employee from the Employer shall be deducted from the amount otherwise payable under this policy.
8. After the company has accepted a claim either in whole or in part, the Company shall be fully subrogated to the position of the Employer and shall be able to exercise for its own benefit any legal right of recovery held by the Employer. The Employer must, the Company's expense, fully cooperate in the enforcement of this right by the Company.

### **Exclusions Under Sub-Section C3 (Fidelity Guarantee)**

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. To the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding result or would result in a loss to the Insured covered by this Insurance cover.
2. To potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Insurance cover.
3. To damages of any type for which the Insured is legally liable, except compensatory damages arising from a loss covered under this Insurance cover.
4. To costs, fees and other expenses incurred by the insured in establishing the existence of or amount of loss covered under this insurance cover

### **Clauses Under Sub-Section C3 (Fidelity Guarantee)**

#### **AUDITORS AND ACCOUNTANTS FEES CLAUSE (Limit RM 2,000.00)**

In the event of a claim being admitted under this Insurance, the Policy shall include Auditors and/or Accountants/fees to an amount not exceeding RM2,000.00 such fees being reasonably incurred in:-

- (a) Providing satisfactory proof of pecuniary loss by the Employer
- (b) Preparation of a detailed statement as required under Condition (3) of this Sub-section.

Provided that the terms "Auditors and/or Accountants" under this clause shall mean a Professional Auditor and/or Account approved by both the Company and the employer.

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

#### **MISDESCRIPTION CLAUSE**

This Policy shall not be prejudiced by any alterations or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the inception date of the increased in risk.

### **Sub-Section C4 (Plate Glass) (Applicable only if specified in the schedule)**

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees that if during the Period of Insurance the plate glass situated at the premises as described in the Schedule shall be broken the Company will indemnify the Insured the value of the plate glass provided always that the Company's liability shall not exceed in respect any one piece of plate glass the sum insured thereon as stated in the Schedule and will pay the reasonable cost of any necessary boarding up pending replacement.

### Conditions Under Sub-Section C4 (Plate Glass)

1. If any claim shall arise through or be attributable to the act, neglect or default of any person or persons other than the Insured or his servants then the Insured shall at the request and cost of the Company institute, take and prosecute such proceedings at law or otherwise and render such assistance as may be necessary for recovery from the person or persons by or to whose act, neglect or default the damage may have been sustained or attributable and all money so recovered shall be the property of the Company.
2. The Insured shall take all reasonable precautions to protect the glass including salvage glass and no liability shall attach under this Policy if any repair or alterations be made to the Premises containing the glass of if any alteration be made to the glass or in the occupancy of or trade carried on in the Premises unless such notice of any such repair or alteration be delivered in writing to the Company and the assent thereto of the Company be signified by an endorsement hereon. The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.
3. No claim shall be recoverable hereunder if the Premises shall become empty or disused or in the condition of the risk unless in any of such cases the written consent of the Company thereto be first obtained.
4. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of General Condition 6 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
5. The Insured shall give the Company immediate notice of all or any circumstances which materially affect the risk covered by this Policy, and in particular, if any alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein.
6. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice to the: -
  - a) Police and take all practical steps to trace and recover the lost or damaged Property Insured if the loss or damage arises from theft or any attempt thereat.
  - b) Company in writing or not later than thirty (30) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.

### Exclusion Under Sub-Section C4 (Plate Glass)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Breakage by or arising out of fire or preventive or salvage operations consequent thereon explosion earthquake volcanic eruption or flood.
2. Breakage of lettering unaccompanied by breakage of glass.
3. Breakage of or damage to frames or framework of any description.
4. The cost of removing, replacing or alteration to fixtures or fittings or renovation to the premise
5. Breakage due to dilapidations of frames or framework.
6. Interruption or delay of business or damage of any kind during the time intervening between the occurrence of or breakage and the replacement thereof

### Clauses Under Sub-Section C4 (Plate Glass)

#### REPLACEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property insured under this Policy being damaged or stolen, the basis upon which the amount payable under each of the said items is to be calculated, shall be the cost of replacing the same kind or type but not better to or more extensive than the insured property when new, subject to the following provisions and the terms and conditions of the Policy except insofar as the same may be varied hereby.

Provisions: -

1. Replacement may be carried out in any manner suitable to the requirements of the Insured provided the liability of the Insurer is not thereby increased.
2. Where there is partial loss only, the maximum liability of the Insurer is the estimated cost of replacement if the whole of the property insured had been damaged or stolen.
3. The value of the said items declared to the Company shall be the value when new and not the market value at the time of effecting cover, in any event the cost of replacing the loss or damage items shall not exceed the sum insured on the said items.
4. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any 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 replacement set forth therein.
5. This Clause shall not apply to any property more than 5 years old.

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

### Sub-Section C5 (Public Liability) (Applicable only if specified in the schedule)

WHEREAS the Insured named and described in the Schedule hereto has by a Proposal and Declaration, which shall be the basis of this Contract, has applied to **Etiqa General Insurance Berhad** (hereinafter referred to as the Company) for the insurance hereinafter contained.

IN CONSIDERATION of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured against:

1. All sums which the Insured shall become legally liable to pay as damages in respect of:
  - a) Accidental death or bodily injury to or illness of any person
  - b) Accidental loss of or damage to material property.
2. All costs and expenses of litigation:
  - a) Recoverable by any claimant against the Insured,
  - b) Incurred with the written consent of the Company,

in respect of a claim against the Insured for damages occurring during the Period of Insurance, arising in connection with the Trade or Business and happening anywhere within the Territorial Limits to which the indemnity expressed in this Policy applies.

Provided always and it is a condition of this Policy that the liability of the Company for compensation under 1 and 2 in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity and for the Period of Insurance, the Aggregate Limit of Indemnity.

### Conditions Under Sub-Section C5 (Public Liability)

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible or not later than thirty (30) days from the date of occurrence give written notice thereof to the Company and in any case within six (6) weeks after the happening of such event 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.
2. The Insured shall not without the consent in writing of the Company repudiate liability, negotiate, or make any admission, offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claims for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the Limit of Indemnity in respect of any one accident or the balance of such Limit of Indemnity if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.
4. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the Proposal, the Insured shall within seven (7) days give notice to the Company and shall pay such additional premium as the Company may require. But until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any injury, illness, loss or damage due altogether or in part to any such alteration or change.
5. The Insured shall exercise reasonable care that only steady, sober and competent employees are employed that all buildings ways, works, plant, machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising there from shall be suspended until the same be cured or removed to the satisfaction of the Company.

### Exclusion Under Sub-Section C5 (Public Liability)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. The policy excess of 5% of each and every loss subject to a minimum of RM1,000 to be borne by the Insured in respect of each and every claim. The excess amount is applicable for Third Party property damages only.
2. Liability in respect of injury, illness, loss or damage which is deliberately caused or failure to do anything which will inevitably or with reasonable certainty give rise to such a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
3. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
4. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured or to any member of the Insured's family or any sums payable by the Insured under legislation relating to occupational injury or illness.

5. Liability in respect of loss of or damage to property:
  - a) belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured or any member of the Insured's family other than personal effects belonging to directors, employees or visitors.
  - b) being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
  - c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
6. Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support or defective design formula or specification.
7. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
8. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - a) any vessel or craft or aircraft not specified in the Schedule under the heading or plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof.
  - b) lifts, cranes escalators or power hoisting machines unless specified in the Schedule under the heading 'Plant'.
  - c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring.
  - d) any commodity or goods or products or any containers thereof sold or supplied or repaired or renovated or let on hire or altered or treated or processed or constructed or manufactured or installed or handled by the Insured and no longer in the Insured's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Insured).
9. Liability directly or indirectly occasioned by or through or in consequence of fire, explosion, flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado, or other atmospheric disturbance or convulsion of nature.
10. Liability directly or indirectly occasioned by or through or in consequence of seepage, pollution or water pollution, contamination, defective sanitary arrangements, chemical effluent fumes or other noxious gas liquid or substance.
11. Liability in respect of any breach of professional duty or service whether of omission or commission.
12. Liability in respect of any design or specification or formula.
13. Liability in respect of 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.
14. Liability in respect of sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors.
15. Liability for any amount in respect of liquidated damages or under a penalty clause libel or slander or infringement of copyright or patent.

### Clauses Under Sub-Section C5 (Public Liability)

#### **DEFECTIVE SANITARY ARRANGEMENT CLAUSE**

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable consequent upon death bodily injury illness loss or damage as within defined caused through defective drains, sewers or sanitary arrangements, provided it is caused by a sudden unexpected and unintended happening during the period of insurance the liability of the Company under this Policy for all damages in respect of death bodily injury or illness sustained in any one Period of Insurance and caused by or resulting from defective sanitary arrangements shall not exceed the amount of Limit of Liability stated in the schedule of the Policy.

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

#### **TEMPORARY VISIT OVERSEAS CLAUSE**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured as within defined in respect of business trips not involving manual work worldwide (excluding USA/ Canada) by Directors or Senior Employees and/or Employees of the Insured, but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle.

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

#### **EMPLOYEE SPORTS AND SOCIAL CLAUSE**

It is agreed and declared that the policy shall extend to indemnify the social and/or sporting club(s) together with their office bearers and/or members formed under the auspices, patronage or sponsorship of the Insured for claims in respect of bodily injury or damage to the property arising out of any activities organized and/or controlled by the said Club(s).

Provided that:

- (a) It shall be a condition precedent to the liability of the Company herein that the Club(s), office bearers and/or members hereby indemnified shall comply with and be subject to the terms, conditions and limitations of the Policy as though such Club(s), office bearers and/or members were the Insured.
- (b) The limit of indemnity shall apply inclusive of this endorsement.

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

#### **NEON AND ADVERTISING SIGNS CLAUSE**

It is hereby declared and agreed that the Policy shall indemnify the Insured in respect of any accident arising from the existence of Sign Board/Neon Sign at the Insured's premises.

Provided that this Policy does not cover any claims arising as a direct result of erection, alteration, dismantling or similar work whilst being carried out on the Sign Board/Neon Sign.

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

#### **FLOOD FUMES WATER POLLUTION (SUDDEN AND ACCIDENTAL ONLY) EXTENSION**

##### ***Flood***

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary this Policy extends to cover loss of or damage directly caused by flood (excluding overflows of water tanks) arising from the negligence of the Insured's employees. Provided always that the liability of the Company under this extension is limited in any one period of insurance to the amount of the limit of liability granted under this Policy.

##### ***Fume***

It is hereby declared and agreed that the cover granted by this Policy is deemed to include the risks of smoke and fume damage, subject to the following provision: -

The term `SMOKE' as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such limit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premises but not smoke from fireplace or industrial apparatus.

##### ***Pollution***

Notwithstanding anything contained to the contrary in Exception 10 of this Sub-section subject to its limits and conditions indemnifies the Insured against legal liability for accidental injury or accidental loss of or damage to property caused by defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance provided that such pollution or contamination is caused by a sudden unexpected and unintended happening during the period of insurance.

It is further declared and agreed that the Policy does not cover any liability for: -

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
- (b) the cost of removing nullifying or cleaning up pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape or pollutants

Notwithstanding the foregoing, this agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (a) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (b) is indemnified in not more than one annual period of original Insurance

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

It is also further declared and agreed that the liability of the Company under this extension in respect of all or any occurrences shall not exceed RM100,000.00 in any one period of insurance.

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

#### **LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against legal liability in respect of bodily injury and/or damage to property.

- (a) Arising out of and in course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.
- (b) Caused by any article or part of the load falling from a vehicle whilst in transit.

The above extension shall operate only when the Insured is not entitled to indemnity under any other policy.

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

#### **FIRST AID FACILITIES EXTENSION**

This Policy extends to cover legal liability of the insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

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

### **Sub-Section C6 (Employer's Liability) (Applicable only if specified in the schedule)**

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 General Insurance Berhad** (hereinafter referred to as the Company) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

The Company will subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) in respect of such injury or disease indemnify the Insured against liability.

- a) at law for damages and claimant's costs and expenses
- b) to reimburse the Social Security Organization by virtue of Section 47 of the Employees' Social Security Act, 1969 and will in addition pay all costs and expenses incurred with the Company's written consent.

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

### Conditions Under Sub-Section C6 (Employer's Liability)

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
2. 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 thirty (30) days from the date of occurrence and in any case within six (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 inquiry in connection with any such occurrence.
3. No admission, offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the 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 information and assistance as the Company may require.

### Exclusions Under Sub-Section C6 (Employer's Liability)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. The Insured's liability to employees of contractors to the Insured
2. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
3. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
4. Any injury by accident or disease sustained outside the Geographical Area
5. Any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any Workmen's Compensation Law
6. 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.

### Clauses Under Sub-Section C6 (Employer's Liability)

#### COMMON LAW LIABILITY EXTENSION

It is hereby declared and agreed that this Policy covers Common Law liability up to RM1,000,000 in respect of anyone claim or series of claims arising out of one event.

#### EMPLOYEE TO EMPLOYEE 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 in so far as they can apply.

### TEMPORARY VISIT OVERSEAS CLAUSE

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured as within defined in respect of business trips not involving manual work worldwide (excluding USA/ Canada) by Directors or Senior Employees and/or Employees of the Insured, but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle.

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

## Sub-Section C7 (Group Personal Accident) (Applicable only if specified in the schedule)

WHEREAS the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Insurance Berhad** (hereinafter referred to as the Company) for insurance in the terms hereinafter contained.

IN CONSIDERATION of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured during the period of insurance if the Insured Person(s) shall sustain bodily injury caused solely and directly by accidental means which injury shall solely and independently of any other cause result in his death or disablement as within defined, the Company will pay to the Insured or in the case of his death to his legal personal representatives the Compensation as specified in the Schedule.

## Provisions

### 1. EXPOSURE

If following an accident, the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only under Death and Total Permanent Disablement.

### 2. DISAPPEARANCE

If the body of the Insured Person has not been found within a year after the date of disappearance following an accident, the Company may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Insured Person has been established provided that if at any time after the payment has been made by the Company shall be refunded forthwith.

### 3. STRIKE, RIOT AND CIVIL COMMOTION

This Policy is extended to cover the Insured Person as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as Insured Person himself is actively participating then this extension becomes null and void.

### 4. MURDER, ASSAULT OR KIDNAPPING

This Policy is extended to cover the Insured Person as within mentioned resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Insured Person.

### 5. HIJACKING

This Policy is extended to cover the Insured Person as within mentioned resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Insured Person is a passenger, provided always that this extension does not apply if the event results from the exclusion as below: -

Exclusion:

Death or disablement, or loss or damage or liability occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -

- a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
- b) 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.

**6. AMATEUR SPORTS ACTIVITIES**

This Policy is extended to cover the Insured Person as within mentioned resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply if the Insured Person engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, underwater activities involving the use of breathing apparatus.

**7. ACCIDENTAL DROWNING OR SUFFOCATION**

This Policy is extended to cover the Insured Person as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

**8. SNAKE BITES, HARMFUL INSECTS OR FOOD POISONING**

This Policy is extended to cover the Insured Person as within mentioned resulting from snake bites, harmful insects or accidental food poisoning.

**Conditions Under Sub-Section C7 (Group Personal Accident)**

1. The Insured shall give immediate notice to the Company of any change of address, occupation, pursuits or of any injury, disease, physical defect or infirmity by which the insured has become affected and also notice of any other insurance (except in connection with Motor Insurance policy) effected against accident or incapacity. All notices given by the Insured to the Company must be in writing addressed to the Company and must be sent by registered post and neither alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.
2. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy and the receipt of the Insured or of the Insured's legal personal representatives) alone shall be an effectual discharge.
3. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted there from or if this Insurance or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.
4. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within thirty (30) days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical. The Insured (or the Insured's legal personal representatives) shall at the expense of the Insured furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the life Insured, the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation stating the time and place of any inquest appointed. The Death of the Insured Person shall be established by an Official Death Certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a Court Order presuming his death. If the Company shall disclaim liability to the Insured (or to the Insured's legal personal representatives) for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.
5. The Insured Person shall not be less than 16 years of age or more than 64 years of age.
6. During the course of the employment of the Insured Person by the Insured, the Insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
7. Any receipt of discharge which the Insured Person or his legal personal representatives may give to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury resulting to the Insured Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.

### Exclusions Under Sub-Section C7 (Group Personal Accident)

In addition to the General Exclusions, this Policy does not cover, and the Insurer would not in any event be liable to pay any benefits in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. The Insured Person while engaging in or taking part in Government regular police, arm forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
2. The Insured Person whilst traveling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst traveling as a passenger over established air routes in a fully licensed aircraft operated by a recognized airline.
3. The Insured Person engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
4. The Insured Person being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
5. Sickness or disease of any kind, pregnancy or childbirth or pre-existing physical defect or infirmity, insanity, suicide or intentional self-injury.
6. Provoked murder or assault.
7. Any form of martial arts
8. The Insured Person while committing or attempting to commit any unlawful act
9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
10. 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.

### Scale of Benefits Under Sub-Section C7 (Group Personal Accident)

EVENT: Bodily injury caused solely and directly by accidental means which independently of any other cause shall within 12 calendar months' result in death, loss or disablement.

RESULT	DESCRIPTION	COMPENSATION	
A	Accidental Death	Amount stated in the Schedule	
B	Total and Permanent Loss or Disablement	A percentage of the amount as stated in the Schedule	
1	Total and permanent disablement from following any employment or occupation	100%	
2	Total and permanent loss of all sight in one or both eyes	100%	
3	Total loss by physical severance or total and permanent loss of use of :		
	a. One or both hands at wrist	100%	
	b. Arm at shoulder	100%	
	c. Arm between shoulder and elbow	100%	
	d. Arm at or below elbow	100%	
	e. Leg at hip	100%	
	f. Leg between knee and hip	100%	
g. Leg at or below knee	100%		
4	Total and permanent loss of :		
	a. Sight in one eye except perception of light	50%	
b.	Lens of one eye	50%	
5	Total loss by physical severance or total and permanent loss of use of :		
	a. Thumb and 4 fingers of one hand	50%	
	b. 4 fingers of one hand	40%	
	c.	Thumb	
		- 2 phalanges	25%
		- 1 phalanx	10%
	d.	Index finger	
		- 3 phalanges	15%
		- 2 phalanges	8%
		- 1 phalanx	4%
	e.	Middle finger	
		- 3 phalanges	10%
		- 2 phalanges	4%
		- 1 phalanx	2%
	f.	Ring finger	
		- 3 phalanges	8%
		- 2 phalanges	4%
		- 1 phalanx	2%
	g.	Little finger	
		- 3 phalanges	6%
- 2 phalanges		4%	
	- 1 phalanx	2%	
h.	Metacarpals		
	- first or second (additional)	3%	
	- third, fourth or fifth (additional)	2%	
i.	All toes of one foot	18%	
j.	Great toe		
	- 2 phalanges	6%	
	- 1 phalanx	3%	
k.	Any other toe	3%	
6	Total and permanent loss of		
	a. Hearing in both ears	75%	
b.	Hearing in one ear	15%	

RESULT	DESCRIPTION	COMPENSATION
7	Total and permanent loss of speech	50%
Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale. "Total and permanent loss" includes total and permanent loss of use.		

**General Conditions (Applicable To Sections B & C Only)**

1. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. No change in the Policy shall be valid unless approved by an Authorized Representative of the Company and such approval be endorsed herein.
3. Notice shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this insurance.
4. If at the time of the happening of any loss insured by this Policy, there shall be any other insurance whether affected by the Insured or by any other person(s) covering the same loss or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
5. 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 of 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.
6. 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 at 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.
7. This insurance shall cease to be in force if:
  - (a) the Insured carries on any business at the Premises other than that stated in the Schedule.
  - (b) there be any other material change in the risk insured under this Policy or any change in the facts stated in the Proposal.
  - (c) the Property shall pass from the Insured to any person otherwise than by will or operation of law unless the Company shall by endorsement of this Policy agree to continue the insurance.
  - (d) the premises referred to in the Schedule of this Policy shall be left uninhabited by day and night for a longer period than seven (7) consecutive days and nights or for a period or periods exceeding in the whole thirty days and nights in any one Period of Insurance.
8. If the Company shall offer an amount in settlement or disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions contained in General Condition 6 of the Policy or been made subject to pending court action, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. In the event of a claim being made against the Company under the Policy:
  - a) The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for that purpose.
  - b) The Company shall be entitled to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the company.
10. The terms exceptions and conditions of this Policy, so far as applicable and with any necessary modifications shall apply to the Insured's legal personal representative.
11. Nothing contained herein shall give rights against the company to any persons other than the Insured his Executors or Administrators and the Company will not be bound by any passing of the interest of the Insured otherwise than by death.
12. If any mis-statement is made to the Company in answer to questions put to the Insured by or on behalf of the Company either before at the time when or after the risk is undertaken by the Company, the Company shall be under no liability to make any payment under this Policy and all Premium paid shall be forfeited to the Company
13. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **General Exclusions (Applicable To Sections B & C Only)**

This Policy does not cover, and the Company would not in any event be liable to pay any benefits in respect of, any claim under these Sections which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Death or disablement, or loss or damage or liability occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -
  - a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - b) 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.
2. Death or disablement, or liability or loss or damage or destruction of any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising 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.
3. Any death or disablement or loss or damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.
4. Any death or disablement or loss or damage directly or indirectly caused by or contributed to by or arising from, or in any way involving;
  - (a) asbestos, or
  - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

### **General Exclusions (Applicable To Sections B, Sub-Sections C1, C2, C3, C4, C5 and C6 Only)**

This Policy does not cover, and the Company would not in any event be liable to pay any benefits in respect of, any claim under these Sections which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Loss or damage occasioned by or through or in consequence, directly or indirectly caused by or contributed to by arising from 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 purpose including the intention to influence any government and/or put the public or any section of the public in fear.

2. Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion:  
 "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.  
 "Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.  
 "Biological" agent shall mean any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxins(s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or death in humans, animals or plants.

### General Exclusions (Applicable To Sections B, Sub-Sections C1, C2 and C3)

This Policy does not cover, and the Company would not in any event be liable to pay any benefits in respect of, any claim under these Sections which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating as defined in the Penal Code is as follows: - "Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to CHEAT".
2. Loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code. Criminal breach of trust as defined in the Penal Code is as follows: -  
 "Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

### General Clause (Applicable To All Sections)

#### EXPERIENCE REFUND CLAUSE

1. Subject to other provisions contained in this Policy, provided no claims is being made, intimated or reported under this Policy, the Insured will be entitled to Experience Refund based on percentage (%) of the **Retained Premium** as stated in the Schedule.
2. The **Experience Refund** will subject to:
  1. The Policy is effective with the Company for a continuous minimum Period of Insurance of twelve (12) months.
  2. All premiums (including adjustment of all premiums) are fully paid.
3. In the event of a claim having been made, intimated or reported under this Policy, the Insured will not be entitled for the Experience Refund.
4. In the event of a claim having been made, intimated or reported under this Policy after refund of the policy's **Retained Premium** has been made, the Company has the right to recover the paid amount from the Insured.
5. The Company has the right to revise and/or withdraw the Experience Refund during the Period of Insurance or after the end of Policy period provided it is necessary, reasonable and justifiable by sending fourteen (14) days' notice to the Insured, in which case the Company shall issue an Endorsement to the Policy of the intention of the revision and/or withdrawal of the **Experience Refund**.

**Definitions:**

1. **Retained Premium** means:
  - a. Total Premium Receivables less the following (as and where applicable) under this Policy:
    - i. Sales and Service Tax (SST)
    - ii. Stamp Duty
    - iii. Reinsurance and/or Coinsurance Outwards
2. **Experience Refund** means refund of the **Retained Premium** provided no claims being made, intimated or reported under this Policy in the preceding Period of Insurance. The Insured's **Retained Premium** is refunded based on the percentage (%) stated in the Schedule.

**General Clauses (Applicable To Sections B & C Only)**

**DATE RECOGNITION CLAUSE**

- A The Company will not pay for any loss or damage including loss of use with or without physical damage 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 participant or not, and whether occurring before, during and 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 its true calendar date; and/or
- B capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice consultation, design, evaluation, inspection, installation, maintenance, repair, or supervision done by the participant or for the participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy describe in A above.
- D It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an insured peril as defined in the Policy.

Subject otherwise to the terms and conditions of the Policy.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

This insurance policy shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Company to any Sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**PAYMENT ON ACCOUNT CLAUSE**

It is hereby understood and agreed that in the event of the occurrence of a loss under this insurance, the Company will make payment on account in respect of such loss to the Insured if desired.

### General Clauses (Applicable To Section B and Sub-Section C1 Only)

#### ALTERATIONS AND REPAIRS CLAUSE

It is hereby declared and agreed that renovations, alteration and repair works are allowed to be carried out at/in the premises without prejudice to Policy terms and conditions.

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

#### APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM30,000 or 5% of the Sum Insured whichever is the lesser amount by the item affected no special inventory or appraisal of the undamaged property shall be required.

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

#### DESIGNATION CLAUSE

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

### General Clauses (Applicable To Sub-Section C1 and C4 Only)

#### FIRST LOSS CLAUSE

This Policy is issued as a First Loss Insurance up to the amount as stated in the Schedule being part of total contents of the property as stated in the Schedule.

It is further understood and agreed that in the event of the total contents being at the time of any loss within the meaning of this Policy be of greater value than the sum as stated in the Schedule, then the Insured shall be considered being their own Insurer for the difference and shall bear a rateable share of the loss accordingly

### General Clauses (Applicable To Sub-Sections C5 and C6 Only)

#### MALAYSIAN JURISDICTION CLAUSE

The Company shall not be liable to pay for

- (1) compensation for damages in respect of judgements not delivered or obtained from 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 terms, exceptions and conditions of the Policy.

### Policy Information Statement

1. In case of any changes to Your address, please inform Us immediately
2. If you have any enquiries other than claims, please contact Us at:

**Etiqa General Insurance Berhad (197001000276)**

Level 9, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia

Tel No. : 03 2297 3888 Fax No. : 03 2297 3800

Etiqa Online 1300 13 8888

Email : info@etiqa.com.my

Homepage : www.etiqa.com.my

3. In the event of claims under the policy, please call Our Claims Assist at 1300 88 1007.

## Complaint Procedures

If You feel that Our service to You needs improvement, please let us have Your feedback by contacting Us by post at :

Complaint Management Unit  
 Etiqa General Insurance Berhad  
 Level 6, Tower B, Dataran Maybank  
 No 1, Jalan Maarof  
 59000 Kuala Lumpur, Malaysia  
 Telephone Number: 1300 13 8888 or +603 2780 4500  
 Email: complaint\_cmu@etiqa.com.my

We assure You that Your feedback will be looked into

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Lama Informasi Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **Procedure for Complaint to OFS:**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa General Insurance Berhad to a dispute, or Etiqa General Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my OR Facsimile Number: +603 2272 1577, OR

Postal address:  
 Chief Executive Officer Ombudsman for Financial Services  
 Level 14, Main Block, Menara Takaful Malaysia  
 No.4, Jalan Sultan Sulaiman  
 50000 Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa General Insurance Berhad should they be dissatisfied with the outcome by the OFS.

### **Procedure for Complaint to BNMLINK**

Any Insured Person or Claimant who is not satisfied with the conduct of the Insurance Company may write to BNMLINK, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

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

The contact details are as follows:  
Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: bnmlink@bnm.gov.my