



SmartBusiness Policy

IMPORTANT NOTICE

This is Your **SmartBusiness** Policy. Please read this Policy carefully together with the Schedule and/or Endorsement to ensure that You understand the terms and conditions and that the cover You require is being provided. If You have any questions after reading this document, please contact Your insurance advisor or AXA Affin General Insurance Berhad. If there is any change in Your circumstances that may affect the insurance provided, please notify Us immediately, otherwise You may not receive the full benefits of this Policy.

To help preserve the environment, We will send You one Policy booklet only. Please keep this Policy booklet in a safe place. In case of renewal and/or Policy condition amendment, We will send You the Policy, Schedule and Endorsement only. If at any time You would like a copy of this document, please contact Us and We will be happy to provide one.

If, for any reason, You are unhappy with the service You have received from Us, You can take the following steps:-

1. In the first instance, please write to Our Customer Service Department at Our current address. Alternatively, You can e-mail Us at customer.service@axa.com.my
2. If You are still not satisfied with the way any issue has been handled You may
 - (a) refer matters concerning claims to:
 Ombudsman for Financial Services - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
 Tel: (603) 2272 2811 Fax: (603) 2272 1577
 - (b) Submit your complaints/feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to bnmtelelink@bnm.gov.my; or send letter to P.O Box 10922, 50929 Kuala Lumpur.

SmartBusiness Policy

Basis of contract

The Insured and the Company agree that:-

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

The Company will subject to the terms of the Policy provide insurance cover in accordance with the various Sections selected and incorporated in the Schedule(s) attached to this Policy.

The Sections available for selection are:-

Section A	Fire
Section B	Fire Consequential Loss
Section C	Special All Risks
Section D	Burglary
Section E	Money
Section F	Group Personal Accident
Section G	Hospital Cash
Section H	Public Liability
Section I	Employer's Liability
Section J	Fidelity Guarantee
Section K	Plate Glass

Interpretation

1. This Policy and the Schedule(s) herein shall be read together as one contract.
2. Any word or expression to which a specific meaning has been attached in any part of this Policy or a Schedule shall bear such meaning wherever it may appear, unless otherwise specified.

Definitions	<p>3. Unless otherwise stated:</p> <ol style="list-style-type: none"> i. all Sections under this Policy are subject to the Conditions, Warranties, Exclusions and Exceptions contained hereunder; and ii. references to Schedule in a particular Section shall mean Schedule to that particular Section. <p>4. In relation to Sections where Sum Insured is not applicable, any reference to Sum Insured shall be treated as reference to Total Sum Insured.</p> <ul style="list-style-type: none"> • "Business" means the principal activities, profession, trade or work the Insured is engaged in and for which the Insured was established, as disclosed in the Proposal or as specified in the Schedule to a particular Section, as applicable • "Damage" means physical damage or destruction to Property, resulting in impairment of usefulness or Loss of value (unless otherwise defined in any of the Section) • "Endorsement" means any amendment to Policy wording or limits as specified in a document attached to the relevant Section of the Policy or stated in the Schedule applicable to that Section • "Excess" means, in respect of a claim, the amount required to be paid by the Insured before the Company becomes liable to pay, as specified in the Schedule applicable to that Section • "Liquidator and/or Receiver" shall carry the same meaning as defined in the Companies Act, 1965 • "Location" means the Location address where the Premises is situated as specified in the Schedule to a particular Section • "Loss" means any unrecoverable, unanticipated and non-recurring removal of, or decrease in the Insured's Property or belonging sustained by the Insured which falls within the coverage procured by the Insured under this Policy • "Period of Insurance" means, in respect of each of the Section under this Policy, the period specified in the Schedule applicable to that Section • "Personal Effects" means clothing and personal belongings normally worn or carried and do not include handheld phones, mobile phones, personal computers, computer notebook laptops, palm tops, electronic organizers, musical instruments, curios, work of art, cash negotiable instruments or credit cards • "Premises" means the building referenced by the address of the Insured as stipulated in the Schedule to the relevant Section(s) as the Insured's place of Business and shall include external area/compound that forms part of the Premise (unless otherwise defined in any of the Sections) • "Premium" means, in respect of each of the Sections under the Policy, the amount required to be paid by the Insured to the Company includes Government charges, as specified in the Schedule applicable to that Section • "Property" means the Property insured under any of the Section to this Policy, as specified in the Schedule applicable to that Section • "Proposal" means any signed proposal form and declaration and any information in connection with this Policy supplied by or on behalf of the Insured • "Renewal Premium" means, in respect of each of the Sections under the Policy, the amount required to be paid by the Insured to the Company for renewal of cover for a particular period of time, as specified in the Schedule applicable to that Section • "Schedule" means the Schedule(s) attached to and forming an integral part of this Policy including its renewal whether in whole or in part • "Securities" means shares in or debentures of a body corporate or an unincorporated body and unit trusts as defined in the Capital Market Services Act 2007 and includes any right, option or interest in respect thereof • "Sum Insured" means, in respect of each item covered under a Section, the amount specified in the Schedule applicable to that Section • "Total Sum Insured/Limit of Indemnity/Limit of Liability" means, in respect of each Section under the Policy, the maximum amount that the Company may become liable for the Section as specified in the Schedule applicable to that Section • "We, Us or the Company" means AXA Affin General Insurance Berhad (23820-W) • "You, Your or the Insured" means any person or business entity described in the Schedule to the Sections under this Policy
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Conditions and Warranties	
General Conditions	<p>1. Every notice and other communication to the Company as required under the Policy must be written or printed.</p>

<p>Duty of Disclosure</p>	<p>2. The Insured shall take reasonable precaution to prevent accidents and/or disease resulting in injury, Loss, destruction and/or Damage to Property, person and/or money and shall comply with all obligations and regulations set out in any legislation applicable or imposed by any authority.</p> <p>Where You have applied for this Insurance wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.</p> <p>You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.</p>
<p>Reinstatement of Sum Insured and/or Total Sum Insured after Loss</p>	<p>In the event of a Loss, the insurance hereunder shall be maintained in force for the full Sum Insured and/or Total Sum Insured and the Insured shall be liable to pay an additional Premium at the rate stated on the Policy calculated on the amount of Loss on a pro-rata basis from the date of such Loss to the expiry of the current Period of Insurance.</p>
<p>Other insurance</p>	<p>The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the Property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any Loss or Damage, all benefits under this Policy shall be forfeited.</p>
<p>Burden of proof</p>	<p>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.</p>
<p>Subrogation</p>	<p>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.</p>
<p>Fraud</p>	<p>If a 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 benefits under this Policy; or, if the Loss or Damage be occasioned by the wilful act or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, (or in the case of an Arbitration within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award), all benefit under this Policy shall be forfeited.</p>
<p>Time limitation</p>	<p>In no case whatsoever shall the Company be liable in respect of any claim under any Section of this Policy after the expiration of:-</p> <p>(a) one year from the end of the Indemnity Period stipulated in the respective Section/Schedule or, if later;</p> <p>(b) three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim;</p> <p>unless the claim is subject of pending action or arbitration.</p>
<p>Increase in risk</p>	<p>Notice shall be given to the Company and, if required, an additional Premium paid, if the rate of Premium payable in respect of the insurance covering the interest of the Insured in the Property at the Premises against Damage shall be increased</p>
<p>Transfer of interest</p>	<p>The Company shall in no case be bound to accept notice or transfer of interest arising hereunder and nothing herein shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.</p>
<p>Change in risk</p>	<p>The insurance covers provided under this Policy shall cease if:-</p> <p>(a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued;</p> <p>(b) the Insured's interest cease otherwise than by death; or</p> <p>(c) any alteration is made either in the Business or in the Premises or Property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance is admitted by memorandum signed by or on behalf of the Company.</p> <p>(Applicable to Section F & G only)</p> <p>(d) there is any alteration to the occupation or job nature of the person(s) insured unless otherwise specified in the Schedule to the Section.</p>
<p>Under Insurance (Average)</p>	<p>If at the time of the Loss the Property hereby insured be collectively of greater value than the Sum Insured or Total Sum Insured (as the case may be) there on, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Loss accordingly. Every item if more than one on this Policy shall be separately subject to this Condition</p>

Cancellation	<p>This Policy or the insurance under any of the Sections herein:</p> <p>(a) 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 this Policy or the relevant Section has been in force.</p> <p>(b) may be terminated at the option of the Company by sending fourteen (14) days written notice 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</p>
Claims requirements/procedure	<p>(a) The Insured must report all accidents claims and civil proceedings to the Company in writing as soon as possible since occurrence of Loss or happening of event.</p> <p>(b) Claim should be made within 15 days (for Section A,C,E,F,G,H,I,J,K,) and 30 days (for Sections B, D)</p> <p>(c) Claim must be in writing containing detailed account as may be reasonably practical of all the several articles or items of Property damage or destroyed and of the amount of the Loss and/or Damage thereto respectively, having regard to their value at the time of the Loss and/or Damage, not including profit of any kind.</p> <p>(d) Every letter, claim, writ, summons or other documents in relation to any accident claim or civil proceedings must be sent to the Company immediately and acknowledged.</p> <p>(e) The Insured shall neither admit liability nor repair, replace, negotiate, pay, settle or make promise of payment of any claim without the Company's written consent.</p> <p>(f) If the claim is related to Loss by Burglary / Break-in or wilful Damage, the Insured shall immediately lodge police report and furnish a copy of the same to the Company.</p> <p>(g) The Insured shall take all reasonable steps within his/her power to minimize the extent of the Loss or Damage and to preserve the damaged or defective part(s) and to make them available for inspection by the Company's official or surveyor.</p> <p>(h) The Insured shall not in any case be entitled to abandon any Property in which the Company has a right, whether taken possession by the Company or not.</p> <p>(i) The Insured and any other person seeking indemnity under the terms of the Policy and its Sections shall give all information and assistance as required to investigate and handle any claim.</p>
Contribution (Relevant to all Sections except Section F, G & H)	<p>If at the time of Loss or Damage happening to any property hereby insured there be any other subsisting Insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss or damage.</p>
Premium Adjustment	<p>If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars (including names of employees together with an amount of salaries/wages and other earnings paid by the Company) and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require the Premium or Renewal shall there upon be adjusted and the difference paid by or allowed to the Insured.</p>
Arbitration	<p>If any difference arises as to the amount of any Loss or Damage or liability under this Policy such difference shall, independent of all other questions, be referred to the decision of any 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 to do so 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.</p> <p>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 who the Arbitrator or Umpires so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the Loss or Damage if disputed shall be first obtained.</p> <p>(Applicable to Section F & G only)</p> <p>If any such difference shall relate to the degree of Permanent disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be a Medical Practitioner</p>
Jurisdiction	<p>The insurance provided herein shall apply only to judgments that are delivered by or obtained from a court in MALAYSIA, and shall not apply to any judgment or order obtained in MALAYSIA for the enforcement of a judgment obtained elsewhere</p> <p>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, unless otherwise specified.</p>

<p>Premium Warranty</p>	<p>It is a 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/Endorsements/renewal certificate(s). 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.</p> <p>Where the Premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Premium payable was received by a person, including an insurance agent, who was not authorized to receive such Premium shall lie on the Company.</p>
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Exclusions

<p>Terrorism Exclusion (Relevant to all Sections except Section F & G)</p>	<p>Subject otherwise stated herein, it is agreed that this Policy excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other consequence to the Loss.</p> <p>For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.</p> <p>This exclusion also excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.</p> <p>If the Company alleges that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by under the relevant Sections herein, the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
<p>War and Civil War Exclusion (Relevant to all Sections)</p>	<p>Subject as otherwise stated herein, this Policy does not cover any Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:</p> <ul style="list-style-type: none"> a) War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, military rising, riot 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; and b) Losses, Damages, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above. <p>If the Company alleges that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by this Policy or any relevant Section hereof, the burden of proving the contrary shall be upon the Insured.</p> <p>In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
<p>Radioactive/Nuclear Energy Risks Exclusion (Relevant to all Sections)</p>	<p>This Policy does not cover Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:-</p> <ul style="list-style-type: none"> 1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this condition only combustion shall include any self-sustaining process of nuclear fission); 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; 3. any weapon of war employing atomic or nuclear fission and/or fission or other like reaction or radioactive force or matter.
<p>Pressure waves at sonic speed (Relevant to all Sections)</p>	<p>This Policy does not cover Loss or Damage directly occasioned by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.</p>

Clauses

Property Damage Clarification
(Relevant to all Sections except
Section F & G)

Subject otherwise stated herein, Property Damage covered under this Policy mean physical Damage to the substance of Property but shall not include Damage to data or software, in particular any detrimental change in data software or computer programs that is caused by deletion or corruption or a deformation of the original structure.

Consequently the following are also excluded from coverage under this Policy

- a) Loss of or Damage to data software but not limited to any detrimental change in data software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any Business interruption Loss resulting from such Loss or Damage. Notwithstanding this exclusion, Loss or Damage to data or software which is the direct consequence of insured physical Damage to the substance of Property shall be covered.
- b) Loss or Damage resulting from impairment in the function availability range of use or accessibility of data software or computer programs and any Business interruption Losses resulting from such Loss or Damage.

Date Recognition
(Relevant to all Sections except
Section F & G)

Subject otherwise stated herein the Company will not pay for:

- a) 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 Insured or not, and whether occurring before, during or after the year of 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
 - 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the Loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- b) 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) 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 Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above
- d) 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.

For avoidance of doubt, Loss or Damage 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.

Saving
Clause

This Endorsement shall not exclude subsequent Loss or Damage or consequential Loss which itself results from an insured peril as defined in the relevant Section(s) of this Policy
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Asbestos Exclusion
(Relevant to Section H & I)

The Company shall not be liable in respect of:-

- a) any liability for injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos fibres or derivatives of asbestos.
- b) that part of any Loss, cost or expenses for the cost of cleaning up, or removal of, or Damage to, or Loss of use of, Property arising out of any asbestos, asbestos fibres or any derivatives of asbestos

Unvalued Policy
(Relevant to Section A & C)

Subject as otherwise stated herein, this is an unvalued Policy. The onus is on the Insured to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such Damage.

<p>Theft By Deception (Cheating) (Relevant to all Sections except Section A, B, F, G & J)</p>	<p>Subject as otherwise stated herein, this Policy does not cover any Loss or Damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.</p> <p>Cheating is defined in the Penal Code as:</p> <p><i>"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any Property to any person or to consent that any person shall retain any Property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not 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 likely to cause Damage or harm to that person in body, mind, reputation or Property, is said to 'Cheat'."</i></p>
<p>Criminal Breach of Trust ("CBT") (Relevant to all Sections except Section A, B, F, G & J)</p>	<p>Any Loss or Damage caused by or attributed to the act of CBT by any person within the meaning of the definition of the offence as set out in the Penal Code.</p> <p>CBT is defined in the Penal Code as:</p> <p><i>"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 wilfully suffers any other person so to do, commits 'Criminal Breach of Trust'."</i></p>
<p>Sanction Exclusion Clause</p>	<p>No insurer shall be deemed to provide cover and no insurer shall 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 insurer to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC).</p>

Section A - Fire

<p>Insurance</p>	<p>IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the 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 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 happening of its destruction or the actual amount of such Damage;</p> <p>PROVIDED THAT the liability of the Company shall, in no case, exceed in respect of each item the Sum Insured or in the whole the Total Sum Insured; and</p> <p>PROVIDED ALWAYS that the due observance and fulfilment of the terms conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Section.</p>
<p>Conditions (Relevant to this Section only)</p> <p>acknowledge of Premium payment</p> <p>displacement/felled Building</p>	<ol style="list-style-type: none"> 1. 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 officer or duly appointed agent of the Company shall have been given to the Insured. 2. All Insurance under this Section <ol style="list-style-type: none"> (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, <p>shall cease immediately upon any fall or displacement</p> <ol style="list-style-type: none"> 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, <p>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</p> <p>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.</p> <p>In any action, suit or other proceedings, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.</p>

Exclusion
(Relevant to this Section only)

3. 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 6(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.
4. This insurance does not cover any Loss or Damage occasioned by or through or in consequence, directly or indirectly by any of the following occurrences, namely:-
 - (a) earthquake, volcanic eruption or other convulsion of nature.
 - (b) typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
5. The insurance under this Section does not cover any liability for:-

Loss or destruction or Damage caused by pollution or contamination except (unless otherwise excluded) destruction or of Damage to 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.
6. Unless otherwise expressly stated in this Section 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 design, patterns, model or moulds.
 - (e) securities, obligations, or documents of any kind, stamps, coins or paper money, checks, books of account or other Business books, or computer 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 forest, bush, lalang, prairie, pampas or jungle and, the clearing of lands by fire.
7. Under any of the following circumstances the insurance ceases to attach as regards to the Property affected unless the Insured before the occurrence of any Loss or Damage, obtains the sanction of the Company signified by an 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 the Property insured be removed to any Building or place other than that in which it is herein stated to be insured.
 - (d) if the interest in the Property insured 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.
8. 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 Section, 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.

cease of cover

exception in relation to marine insurance

<p>Extension (Relevant to this Section only)</p>	<p>9. The insurance under this Section extends to include:-</p> <ul style="list-style-type: none"> (a) wages of the Insured's employees other than full time members of a Works fire brigade (b) the cost of replacement of fire fighting appliances and destruction of or Damage to materials (including employees' clothing and Personal Effects) unless otherwise specifically insured. (c) fire brigade charges. <p>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 Location of the Property insured by this Section or immediately threatening to involve such Property.</p>
<p>Company's rights/options</p>	<p>10. On the happening of any Loss or Damage to any of the Property insured under this Section of the Policy, the Company may:-</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>If the Insured or any person on behalf of the Insured 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 Section of the Policy shall be forfeited.</p> <p>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.</p>
<p>claims assessment and settlement</p>	<p>11. The Company may at its option reinstate or replace the Property damaged or destroyed, or any part thereof, instead of paying the amount of the Loss or Damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to 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 Total Sum Insured by the Company under this Section.</p> <p>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.</p>
<p>submission of claims documents</p>	<p>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 Building 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.</p>
<p>market value</p>	<p>12. 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 amount which the Insured is required to bear under this Section. For the purpose of this condition, the term market value shall mean the value of the Property insured herein at the time of the Damage or Loss less due allowance for wear and tear and/or depreciation</p>
<p>valuation report</p>	<p>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 agents authorized broker, authorized distributor or Building contractor of the cost of the replacement or reinstatement, subject to the application of appropriate depreciation, of the insured Property Damage or Loss as it was at the time of the occurrence of such Damage or Loss.</p>

<p>Excluded Interruption Loss</p> <p>Excluded Cover</p> <p>Clauses (Relevant to this Section only)</p> <p>Additional perils endorsements</p>	<p>the insurance under this Section shall cease in respect of Loss resulting from Damage to such Building or Property therein PROVIDED THAT such fall or displacement is:-</p> <p>(i) of the whole or a substantial or important part of such Building or impairs the usefulness of such Building or any part thereof or leaves such Building or any part thereof or any Property contained therein subject to increased risk of Damage or is otherwise material;</p> <p>(ii) not caused by Damage, Loss resulting from which is covered by this Section or would be covered if such Building, range of Buildings or structure were included in the Premises to which this Section refers.</p> <p>If any claim be made under this Section in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the Loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.</p> <p>2. The Company shall not be liable so far as the interruption loss is increased:-</p> <p>(a) by extraordinary events taking place during the interruption,</p> <p>(b) by restrictions imposed by the authorities on the reconstruction or operation of the Business,</p> <p>(c) due to the Insured's lack of sufficient capital for timely restoration or replacement of Property destroyed, Damaged or lost.</p> <p>3. This Insurance does not cover:-</p> <p>Loss occasioned by or happening through or in consequence of:-</p> <p>(a) the burning of Property by order of any public authority,</p> <p>(b) subterranean fire,</p> <p>(c) Damage to Property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.</p> <p>It is hereby agreed and declared that notwithstanding anything in the within this Section contained to the contrary, the term Damage as defined in this Section shall extend to include Damage (by fire or otherwise) caused by the additional perils as covered under Section A of this Policy;</p> <p>PROVIDED that the liability of the Company shall in no case under this Endorsement and Section of the Policy exceed the Total Sum Insured under this Section.</p> <p>All other Conditions of this Section and Policy shall apply in all respect to the insurance granted by this Endorsement save in so far as the same as expressly varied hereunder.</p>
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B.1 Gross Profit Difference Basis Wording (This specification is attaching to Section B of the Policy - if indicated on the Schedule)

SPECIFICATION referred to in Policy No: As specified in the Schedule in the name of As specified in the Schedule and forming an integral part of this Section of the Policy.

Item no.

Sum Insured

On Gross Profit

RM - As specified in the Schedule

THE INSURANCE UNDER GROSS PROFIT is limited to loss of Gross Profit due to

(a) REDUCTION IN TURNOVER and **(b) INCREASE IN COST OF WORKING**

and the amount payable as indemnity thereunder shall be

(a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover.

(b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

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

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

<p>DEFINITIONS</p> <p>Gross Profit</p> <p>Specified Working Expenses</p> <p>Turnover</p> <p>Indemnity Period</p> <p>Maximum Indemnity Period</p> <p>Rate of Gross Profit</p> <p>The rate of Gross Profit earned on the turnover during the financial year immediately before the date of Damage</p> <p>Annual Turnover</p> <p>The Turnover during the twelve months immediately before the date of the Damage.</p> <p>Standard Turnover</p> <p>The Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Alternative Trading Clause</p> <p>Uninsured Standing Charges Clause</p> <p>Premium Adjustment Clause</p>	<p>The amount by which the sum of the Turnover, Closing Stock and Work-in-Progress shall exceed the sum of the Opening Stock, Work-in-Progress and the Specified Working Expenses</p> <p>N.B.1 The amount of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.</p> <p>N.B.2 The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the insured unless otherwise defined in the specification.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: fit-content;"> <p><i>As specified in the Schedule</i></p> </div> <p>The money (less discount allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.</p> <p>The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequences of the Damage.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: fit-content;"> <p><i>As specified in the Schedule</i></p> </div> <p>months</p> <p>) to which such adjustment shall be made as</p> <p>) may be necessary to provide for the trend</p> <p>) of the Business and for variations in or</p> <p>) special circumstances affecting the</p> <p>) Business either before or after the Damage</p> <p>) or which would have affected the Business had the</p> <p>) Damage not occurred so that the figures</p> <p>) thus adjusted shall represent as nearly as</p> <p>) may be reasonably practicable the results</p> <p>) which but for the Damage would have been</p> <p>) obtained during the relative period after</p> <p>) the Damage</p> <p>)</p> <p>If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.</p> <p>If any standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as define herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and all the Uninsured Standing Charges.</p> <p>B.1 In the event of the Gross Profit (or a proportional increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any Period of Insurance as certified by the Insured's Auditors, being less than the Sum Insured thereon a pro-rata return of Premium not exceeding fifty per cent (50%) of the Premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this section, such return shall be made in respect only of so much of the said difference as is not due to such Damage.</p> <p>This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of this Policy.</p>
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B.2 Gross Revenue Wording (Specification "C" attaching to Section B - if indicated on the Schedule)

SPECIFICATION referred to in Policy No. As specified in the Schedule in the name of As specified in the Schedule and forming an integral part of this Section of the Policy.

Item no.

Sum Insured

On Gross Revenue

RM - As specified in the Schedule

THE INSURANCE UNDER GROSS REVENUE is limited to:

(a) **LOSS OF GROSS REVENUE** and (b) **INCREASE IN COST OF WORKING**

and the amount payable as indemnify thereunder shall be

- (a) **IN RESPECT OF LOSS OF GROSS REVENUE:** The amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue.
- (b) **IN RESPECT OF INCREASE IN COST OF WORKING:** The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction hereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Working Expenses and Standing Charges of the business as may cease or be reduced in consequence of the Damage:

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

DEFINITIONS

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

Maximum Indemnity Period

As specified in the Schedule

months

Gross Revenue

The money paid or payable to the Insured in respect of the work done and services rendered in the course of the Business at the Premises, excluding...

Standard Gross Revenue

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

-) to which such adjustment shall be made as
-) may be necessary to provide for the trend
-) of the Business and for variations in or
-) circumstances affecting the
-) Business either before or after the Damage
-) or which would have affected the Business had the
-) Damage not occurred so that the figures
-) thus adjusted shall represent as nearly as
-) may be reasonably practicable the results
-) which but for the Damage would have been
-) obtained during the relative period after
-) the Damage

Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of the Damage

Alternative Trading Clause

If during the Indemnity Period work shall be done or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Revenue during the Indemnity Period.

Premium Adjustment Clause

In the event of the Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the financial year twelve months most nearly concurrent with any Period of Insurance as certified by the Insured's Professional Accountants, being less than the Sum Insured thereon a pro-rata return of Premium not exceeding fifty percent (50%) of the Premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Policy such return shall be made in respect only of so much of the said difference as is not due to such Damage.

This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of this Policy.

Section C - Special All Risks

Insurance

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will, by payment (or at its option by repair reinstatement or replacement) indemnify the Insured if during any Period of Insurance against any Loss or Damage to the Property described in the Schedule by accidental causes (not herein excepted) whilst

1. within the Location of risk described in the Schedule
2. in transit (including loading and unloading) within Malaysia and Singapore other than by sea or by air

The maximum amount payable by the Company under this Section in any Period of Insurance shall not exceed so far as each item is concerned the Sum Insured thereon or in whole the Total Sum Insured.

Conditions

(Relevant to this Section only)

Basis of settlement

1. a) In cases where Damage to an insured item can be repaired the Company will pay all expenses necessarily incurred to restore the Damaged item to its condition immediately before the occurrence of the Damage plus the cost of dismantling and re-erection for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop and customs duties if any to the extent that such expenses have been included in the Sum Insured/Total Sum Insured. If any parts are found to be unprocurable, the Company's liability shall be limited to the manufacturers' or suppliers' latest price thereof and any salvage shall be taken into account. Any extra charge incurred for overtime, night-work, work on public holidays, express freight, etc are not covered by this insurance. The cost of any alteration, addition, improvements or overhauling undertaken all the time of such repairs and the cost of any provisional repairs and the consequences thereof shall not be recoverable under this Section.
- b) In cases where an insured item is totally destroyed the Company shall pay the actual value of the item immediately before the occurrence of the Loss including ordinary freight by sea or land, cost of erection and customs duties if any, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charge for the removal of the Property destroyed.
- c) All Damage which can be repaired shall, however, be repaired but if the cost of the repairs as detailed herein above equals or exceed the actual value of the Property insured immediately before the occurrence of the Damage then settlement shall be made on the basis provided for in (b) above.
- d) In both cases detailed in Conditions 1(a) & (b) the Indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of Average Condition if necessary and the deduction of the Excess.

Exceptions

(Relevant to this Section only)

This section does not cover

1. the first amount of each and every Loss specified as Excess in the Schedule unless caused by fire or explosion, if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items.
2. Loss of or Damage to any item by its own explosion or collapse due to forces of internal steam or other fluid pressure, mechanical or electrical breakdown failure or derangement. Nothing contained in this Exception shall however be construed as excluding from the cover provided by this Section Damage to any item directly due to its impact or collision with anything external to the Item which may arise as a result of mechanical or electrical breakdown failure or breakage.
3. Loss of or Damage caused by testing or intentional overloading of any Property or any experiment involving the imposition of abnormal conditions.
4. Loss of or Damage to foundations, masonry, exchangeable or replaceable parts, and attachments such as flexible drives, tools used for cutting, drilling, grinding, polishing or similar purposes or moulds patterns, pulverizing and crushing surfaces, screens, sieves, refractory linings, ropes, belts, chains, elevators and conveyor bands, batteries, tyres, connection wires and cables, flexible pipes, jointing and packing materials, unless such Loss or Damage arises out of an accident for which the Company is responsible to other parts of the Property.
5. Loss of or Damage to cash bank notes, currency notes, cheques, traveller's cheques, giro cheques, postal and money orders, banker's draft, bills of exchange, bonds, luncheon vouchers, gift tokens, credit company's sales vouchers, trading stamps, postage stamps or stamps of any other kind, Securities of any description jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books and works of art.
6. Loss or Damage to:-
 - a) hand held phones, mobile phones, walkie-talkie, computer, notebook, laptops, palmtop and electronic personal organizer, portable video camera, camcorder, portable photographic equipment

Conditions
(Relevant to this Section only)

Right of ownership after payment

Exception
(Relevant to this Section only)

Clauses
(Relevant to this Section only)

First Loss Without Average

3. "Money" shall mean cash, bank notes, currency notes, travellers cheques, giro cheques, banker's drafts, money/postal orders, bills of exchange, luncheon vouchers, gift tokens, credit company sales vouchers, pre-paid cards and electronic cards with monetary value, trading stamps, postage stamps and stamps of any other kind.

1. On security measures and the Insured's duties

- a) all locks bolts and other protective devices shall be in full operation during any time the Premises are left unattended or closed for Business.
- b) all keys shall be
 - i. removed from the Premises or
 - ii. placed within a locked safe or strong-room (if any) in any Building provided the keys to such safe or strong-room are removed from the Premisesduring any time the Premises are left unattended or closed for Business.
- c) all notes of combination lock letters and numbers for safes and strong-rooms (if any) must be removed from the Premises at all time when the Premises are left unattended or closed for Business.

2. The Company shall in no case be bound to accept notice of any transfer on interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

3. Upon any claim under this Section (other than repair) any part of the Property in respect of which payment is made shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount so paid.

The Company shall not be liable in respect of

1. Loss or damage

- a) of or to
 - i. Money or Securities.
 - ii. glass if more specifically insured.
 - iii. any part of the Property whilst in the open or in any outbuilding unless specified in the Schedule or by Endorsement.
 - iv. any cash register when the Premises are closed for Business unless such cash register has been left open.
 - v. gaming amusement or vending machines or the contents thereof.
 - vi. Business books documents and manuscript unless specified in the Schedule or by Endorsement.
 - vii. computer system records.
- b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured or by any person lawfully on the Premises.
- c) by or consequent upon fire or explosion.
- d) as a direct result of armed robbery or hold-up following an assault or violence to any person or threat thereof.

2. Consequential Loss or Damage of any kind of description.

Notwithstanding anything contained herein to the contrary cover pursuant to this Section is issued as a First Loss Insurance on Property as described in the Schedule up to an amount stated therein.

It is further declared that this First Loss Insurance Policy is not subject to Average Condition.

Section E- Money

Insurance

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will indemnify the Insured for:

1. the Loss of Money as shown in the Schedule; or
2. Damage caused by thieves to any Safe or Strong-room belonging to the Insured at the Premises up to the Limit of Indemnity stated in the Schedule;

happening during any Period of Insurance within the Territorial Limits but so far as each item is concerned not exceed the Sum Insured in for any one Loss.

Definitions

(Relevant to this Section only)

"Money" shall mean

- a) Cash, bank notes, currency notes, uncrossed cheques other than pre-signed blank cheques, travellers cheques, uncrossed giro cheques, uncrossed postal and money orders, uncrossed bankers' drafts, bills of exchange, luncheon vouchers, gift tokens, current trading stamps and current postage stamps
- b) Crossed cheques other than pre-signed blank cheques, crossed giro cheques and drafts crossed postal and money orders, crossed bankers' drafts and credit company sales vouchers

belonging to the Insured or for which the Insured is responsible.

"Business/ Working Hours" shall mean

Insured's working/office hours (including overtime) when the Premises are actually occupied for the purpose of the Business of the Company and during which the Insured or those of the Insured's employees who are entrusted with Money are on the Premises.

"Safe" or "Strong-room" shall mean

A container or structure which has been specifically designed for the storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorized opening by hand-held or power operated tools.

"Money in Transit" shall mean

Money in direct transit in the custody of the Insured or a director, partner or employee of the Insured.

"Money in Private Residence" shall mean

Money in the personal custody of authorized managers whilst temporarily contained in their private residences provided that the Company's liability shall cease at bank closing time on the next bank Business day (where such transit of the Money to the private residence is deemed to be completed).

"Securities" shall mean shares in or debentures of a body corporate or an unincorporated body and unit trusts as defined in the Capital Market Services Act 2007 and includes any right, option or interest in respect thereof

"Liquidator and/or Receiver" shall carry the same meaning as defined in the Companies Act, 1965

Limit of Indemnity

As specified in the Schedule.

Conditions

(Relevant to this Section only)

1. On security measures and the Insured's duties
 - a) All locks bolts and other protective devices shall be in full operation during any time the Premises are left unattended or closed for Business.
 - b) all keys shall be
 - i. removed from the Premise or
 - ii. placed within a locked Safe or Strong-room (if any) in any Building provided the keys to such Safe or Strong-room are removed from the Premises
- During any time the Premise is left unattended or closed for Business.
- c) All notes of combination lock letters and numbers for Safes and Strong-rooms (if any) must be removed from the Premises at all time than the Premises are left unattended or closed for Business.

Exceptions

(Relevant to this Section only)

The Company shall not be liable in respect of Loss:-

1. due to robbery or theft by any director, partner or employee of the Insured;
2. due to use of counterfeit Money

	<ol style="list-style-type: none"> 3. or shortage resulting from clerical or accounting errors or omission or Loss due to errors in receiving or paying out or due to depreciation in value 4. of Money from machines operated by coins tokens or currency notes. 5. of Money from any vehicle left without an occupant. 6. or Damage to Money sent by post or carried by professional Money carriers or common carriers. 7. of Money as described in Definition (a) above from any room left unattended and unlocked during Business/Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room. 8. destruction or Damage directly or indirectly caused by or contributed to by or arising from confiscation, detention, nationalization, requisition or deliberate destruction by any government public municipal local or custom authority. 9. Loss or Damage or consequential Loss occasioned directly or indirectly by or through or in consequence of a civil commotion assuming the proportions or amounting to a popular rising.
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Section F – Group Personal Accident

Insurance	In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will provide the cover shown in this Section up to the Sum Insured or Limit of Indemnity or Total Sum Insured as specified in the said Schedule.
Cover 1 – Accidental Death	The Company will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain Injury resulting in death within a year from the Accident.
Cover 2 – Permanent Disablement	The Company will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain Injury resulting in disablement, (total or partial) as described in the “Scale of Permanent disablement benefits”, within a year from the Accident. The Insured Person will receive the percentage of the amount as described in the “Scale of Permanent disablement benefits”.
Cover 3 – Temporary Total Disablement	The Company will pay the amount shown in the Schedule of Benefits, up to a maximum of 104 Weeks, if during the Period of Insurance the Insured Person shall become wholly and continuously disabled as a result of an Accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or business.
Cover 4 – Temporary Partial Disablement	The Company will pay the amount shown in the Schedule of Benefits, up to a maximum of 104 Weeks, if during the Period of Insurance the Insured Person shall become partially and continuously disabled as a result of an Accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or business.
Cover 5 – Accidental Medical Expenses	<p>Condition (Applicable to Cover 3 and Cover 4 of this Section F): The Company will not pay this benefit in respect of any Insured Person who is not gainfully employed or not engaged in any business at the time of the Accident.</p> <p>(a) Medical Expenses – The Company will pay the medical Clinic or Hospital treatment expenses, including all daily room and board expenses incurred by an Insured Person while he/she is a Hospital Patient.</p> <p>(b) Alternative Medical Treatment –The Company will pay the expenses for Alternative Medical Treatment incurred by an Insured Person as a result of an Accident, limited to RM50 per visit per day. The claim must be accompanied with an official payment receipt.</p> <p>For any one Insured Person We will not pay more than the amount shown in the Schedule of Benefits for “Accidental Medical Expenses”, for any one Accident.</p>
Cover 6 – Repatriation Expenses	The Company will reimburse reasonable charges incurred for: (i) the repatriation of the Insured to his/her home country if during the Period of Insurance the Insured sustains Injury as stated under this Policy subject to the limit specified in the Policy Schedule; or (ii) the transportation of the Insured's body or ashes to his/her home country in the event of Death of the Insured during the Period of Insurance subject to the limit specified in the Policy Schedule.
Cover 7 – Funeral Expenses	The Company will pay reasonable charges up to the amount stated in the Schedule in the event of death of the Insured Person resulting from an Accident, provided a valid claim is payable under Cover 1 of this policy

Definitions
(Relevant to Section F & G only)

TERMS	MEANING
1. Accident	means a sudden unforeseen and fortuitous event which includes Snatch Theft and Robbery
2. Death	means death by reason of Accident.
3. Alternative Medical Treatment	means medical treatment by registered traditional medicine practitioner, osteopath, chiropractor, herbalist and/or bonesetter.
4. Clinic	means any medical establishment operated by Registered Medical Practitioner.
5. Cover(s)/ Coverage	means the extent of insurance protection afforded by this Policy.
6. Employee(s)	means any person under a contract of service or apprenticeship with the Insured
7. Hospital	means any institution lawfully operating twenty four (24) hours a day for the care and treatment of injured persons with organised facilities including but not limited to diagnosis, surgery, nursing service and medical supervision, but excluding any institution Used as a center for nursing care, convalescent, geriatric care, mental care, rehabilitation or extended care, and/or the care or treatment of alcoholics or drug addicts.
8. In-Patient	means a person necessarily and continuously confined to a Hospital, under the care of a Registered Medical Practitioner for more than six (6) hours, confinement being certified as necessary by the attending Medical Practitioner.
9. Injury	means bodily injury caused solely and directly by an Accident, independent of all other causes
10. Insured Person	means any person or Employee(s) of the Insured as stated in Policy Schedule, provided that the Insured Person is between 16 and 65 years of age at the time of first inception and renewable up to 75 years of age.
11. Loss of Limb	means Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and permanent Loss of Use of hand, arm or leg.
12. Loss of Sight	means total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind, beyond remedy by surgical or other treatment.
13. Permanent Total Disablement	Injury which, having lasted for a continuous period of twelve calendar months from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
14. Permanent	means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, being beyond hope of improvement/recovery.
15. Period of Insurance	means the period specified on the Schedule of Benefits or in any Endorsement.
16. Registered Medical Practitioner	means a medical practitioner or doctor (other than the Insured Person, a member of the Insured Person's immediate family or relatives) who is registered with the relevant body, and is duly licensed to practice Western medicine
17. Schedule of Benefits	means the document containing salient and relevant information pertaining to this Policy including the list of benefits and Sum Insured
18. Total Disablement	means an inability of the Insured Person to engage in, or attend to his/her Usual daily or business activities as a result of any Injury.

SCALE OF PERMANENT DISABLEMENT BENEFITS			
1.	Permanent Total Disablement		100%
2.	Loss of limb		100%
3.	Total loss of sight of one eye or both eyes		100%
4.	Total paralysis		100%
5.	Complete and incurable insanity		100%
6.	Loss of hand at or above the wrist		100%

7.	Loss of foot at or above the ankle		100%
8.	Loss of sight of eye except perception of light		50%
9.	Loss of lens of eye		50%
10.	Loss of four fingers and thumb of one hand		50%
11.	Loss of four fingers		40%
12.	Loss of thumb	-both phalanges -one phalanx	25% 10%
13.	Loss of index finger	-three phalanges -two phalanges -one phalanx	10% 8% 4%
14.	Loss of middle finger	-three phalanges -two phalanges -one phalanx	6% 4% 2%
15.	Loss of ring finger	-three phalanges -two phalanges -one phalanx	5% 4% 2%
16.	Loss of little finger	-three phalanges -two phalanges -one phalanx	4% 3% 2%
17.	Loss of metacarpals	-first or second -third, fourth or fifth	3% 2%
18.	Loss of toes	-all -big, both phalanges -big, one phalanx -other than big, each toe	18% 5% 2% 1%
19.	Permanent and Total Loss of hearing	-both ears -one ear	75% 15%
20.	Permanent and Total Loss of speech		50%
21.	Permanent partial disablement which is not specified above (excluding Loss of sense of taste or smell)	The percentage to be determined by Us based on assessment by and opinion of Our advisor(s)	

Provisions

(these should be read in conjunction with the relevant part of the Schedule)

In respect of each Insured Person:

1. Upon Death of the Insured Person, payment shall be made under Cover 1 only and no payment shall be made under Cover 2.
2. The maximum sum payable under Cover 2 shall not exceed the amount shown in the Schedule of Benefits under Cover 2.
3. Upon the payment of Cover 1 or the maximum sum under Cover 2, We will be discharged from any further claim, except for expenses incurred under other Covers arising from the same Injury or Accident.
4. Any sum payable under Cover 1 or 2 shall be reduced by the total of any payments made under Cover 3 or 4 in respect of the same Injury or Accident.
5. Payments under Cover 3 or 4 may be made at intervals in arrears during the period of disablement at our discretion but we shall reserve the right to withhold any such payments if we so wish until the total amount due to the Insured shall have been ascertained and proved to our satisfaction.

Subject to the terms and conditions of this Policy, this Policy is extended to Cover:-

1. **Amateur Sport**
death or injury of the Insured Person consequent upon all amateur sports other than participation in any kind of speed contests.
2. **Disappearance**
death of the Insured Person, if the Insured Person disappears following an Accident involving the Insured Person and the Insured Person's body is not found within one (1) year after his/her disappearance provided that sufficient evidence is produced satisfactory to Us that inevitably leads Us to the conclusion that the Insured Person died as a result of the Accident.
3. **Drowning**
death of the Insured Person arising out of drowning.
4. **Exposure**
Injury resulting in death or Disablement of the Insured Person as a result of exposure to elements beyond his/her control.

EXTENSIONS

(these extensions are also subject to the Exclusions below)

5. Food and/or Beverage Poisoning
death of or injury to the Insured Person caused by food and/or beverage poisoning.
6. Hijack
death of or injury to the Insured Person as the result of Hijack or attempted Hijack of the Insured Person during the Period of Insurance .
"Hijack" shall mean the unlawful seizure or wrongful exercise control of an aircraft or other conveyance (or of the crew thereof) in which the Insured Person is travelling as a passenger.
7. Motorcycling
death of or injury to the Insured Person consequent upon the use of a motorcycle, motor scooter, moped or mechanically assisted pedal cycle, provided always that We shall not be liable to make any payment for Death or Injury consequent upon racing, speed tests/ trials or competitions.
8. Murder and Assault
death of or injury to the Insured Person directly or indirectly caused by any Act of Violence by any person against the Insured Person provided that the Insured Person has not in any way caused and/or contributed to the Act of Violence.
"Act of Violence" means murder, attempted murder or physical assault.
9. Snake / Insect Bite (excluding Mosquito Bite)
death of or injury to the Insured Person is arising out of bite by snake or other insects (excluding mosquito bite) known to be harmful such as bee, wasp, spider, centipede, scorpion, etc.
10. Suffocation through Smoke, Fumes or Poisonous Gas
death of or injury to the Insured Person arising from suffocation caused by smoke, fumes or poisonous gas.

Liability Any One Accident

Subject otherwise to the terms of this Policy, our liability under this Policy in respect of any one Accident shall not exceed the limit specified in the Schedule of Benefits. Otherwise, the amount payable for Death or Injury of each Insured shall be proportionately reduced.

Automatic Addition & Deletion
(Relevant to Section F & G only)

Subject otherwise to the terms of this Policy,

1. Any person who is employed by the Insured after the commencement of this Policy shall be automatically covered from his/her first day of employment with or registration as a member of the Insured.
2. The benefits of such additional employee/member under (1) above shall not exceed the highest benefits of any existing employee/member under this Policy.

What Is Not Covered
(Relevant to Section F & G only)

The Company will not pay for Death of or Injury to the Insured Person arising from:

1. any unlawful act of an Insured Person or his wilful exposure to danger (other than in an attempt to save human life), intentional self-Injury, suicide or attempted suicide, while sane or insane.
2. any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by Accident, except bacterial infection that is the direct result of an accidental cut or wound.
3. medical or surgical treatment except where such treatment is rendered necessary by bodily Injury within the scope of this Policy.
4. treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
5. venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
6. pregnancy or childbirth.
7. effect or influence of drugs not prescribed by a qualified medical practitioner.
8. travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
9. regular or temporary, military or police duties or fire service of any country.
10. declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or Usurped power.
11. riot and civil commotion where the Insured Person is actively participating.
12. Insured Person engaging or participating in any professional sports.
13. Insured Person engaging or participating in dangerous activities or sports such as winter sports, skating of any kind, rock climbing, mountaineering (which requires the Use of ropes or guides), pot-holing, skin diving, parachuting, under water activities necessitating the Use of underwater breathing apparatus, steeple chasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.

<p>CONDITIONS (Relevant to this Section F & G only)</p>	<ol style="list-style-type: none"> 1. Condition Precedent to Liability The due observance and fulfilment of the terms provisions 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. 2. Change of Occupation This Policy shall cease to be in force if there should be any alteration in the occupation or job nature of the Insured Person unless specified otherwise in the Schedule of Benefits. 3. Claims Notification If any Accident, Injury, Loss or liability happens which may give rise to a claim, You must: <ul style="list-style-type: none"> • give written notification to Us of any bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the Injury immediately in the case of death or within twenty one days of the occurrence in the case of bodily Injury. • ensure that proper medical and surgical advice is obtained and followed by You or Your family members as soon as possible after any Accident or Injury. • at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require. <p>We are entitled to request:</p> <ul style="list-style-type: none"> • an examination by a medical referee appointed by Us for a non-fatal Injury • a post-mortem examination in the event of death. 4. Other Insurance(s) [Applicable to Cover 5 only] If any Accident, Injury, Loss Insured by this Policy is covered by any other insurance We will only pay Our rateable proportion. 5. Renewal If the Insured reaches the age of 75 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule of Benefits. We are not obliged to accept any renewal Premium or to send You notice of any renewal Premium becoming due. 6. Payment of Benefits Any benefits payable under this Policy will be paid to the beneficiary (ies) or nominee(s) named by the Insured or to his legal personal representative upon his death.
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Section G - Hospital Cash	
<p>Insurance</p> <p>Hospital Cash Allowance (Accident/sickness)</p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will provide the cover shown in this Section up to the Sum Insured or Total Sum Insured as specified in the said Schedule of Benefits.</p> <p>The Company will pay the amount stated in the Schedule of Benefits for each complete 24 hours if an Insured Person is hospitalised as an in-patient for treatment or surgery due to an Accident/sickness up to a maximum of 30 days in any one Period of Insurance.</p>

Section H - Public Liability	
<p>Insurance</p> <p>Definitions (Relevant to this Section only)</p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay any third party as Damages in respect of:</p> <ol style="list-style-type: none"> a) Injury to any third party person; b) Accidental Loss of or Damage to any third party tangible Property <p>happening within the Geographical Limit during any Period of Insurance in connection with the Business of the Insured.</p> <ol style="list-style-type: none"> 1. "Business" shall also include: <ol style="list-style-type: none"> a) the ownership repair and maintenance of the Insured's own Property b) the provision and management of canteen social sports and welfare organisation for the benefit of the Insured's Employee and first aid fire and ambulance services

	<p>9. Claims arising out of Products sold or supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for use of Employees.</p> <p>10. The cost of</p> <p style="padding-left: 20px;">a) recalling any defective or potentially defective Product supplied; and/or</p> <p style="padding-left: 20px;">b) rectifying defective work.</p> <p>11. a) fines or penalties; and/or</p> <p style="padding-left: 20px;">b) aggravated exemplary or punitive Damages.</p> <p>12. Injury or Damage directly or indirectly caused by or arising out of or in connection with any work undertaken on any offshore rig or platform nor any work related travel undertaken on any vessel of aircraft to or from any offshore rig or platform.</p>
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Section I – Employer’s Liability

	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the Schedule, if an Employee shall sustain Injury or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business described in the Schedule, the Company will</p> <ol style="list-style-type: none"> 1. indemnify the Insured against liability at law to pay compensation; 2. pay claimant’s costs and expenses incurred in respect of such Injury; and 3. in addition pay all costs and expenses incurred with its written consent. <p>The Company will also in the event of the death of the Insured indemnify the Insured’s legal personal representatives in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms of this Section in so far as they can apply.</p>
<p>Definitions (Relevant to this Section only)</p>	<p>For the purpose of this Section:</p> <p>“Accident” means sudden unforeseen and fortuitous event</p> <p>“Business” shall not include any work undertaken on any offshore rig, or platform nor any work related travel undertaken on any vessel or aircraft to or from offshore rig or platform;</p> <p>“Employee” means any person who under a contract of service or apprenticeship with the Insured.</p> <p>“Injury” means bodily injury caused solely and directly by an Accident, independent of any other cause.</p>
<p>Limit of Indemnity</p>	<p>The total amount payable by the Company for compensation and all costs and expenses in respect of</p> <ol style="list-style-type: none"> a) any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed RM1,000,000.00 or the amount as specified in the Schedule whichever is the lower irrespective of the number of employee who may sustain Injury consequent on or attributable to the same source or original cause. b) all personal injury caused during any one Period of Insurance irrespective of the number of employees who may sustain Injury shall not exceed RM1,000,000.00 or the amount as specified in the Schedule whichever is the lower. <p>For the purpose of establishing the total amount payable by the Company in respect of one Period of Insurance, it is understood that for any claim where Injury is caused during a period which extends outside such Period of Insurance, the amount of compensation costs and expenses indemnifiable arising out of such claim shall be limited to no more than the proportion of the total amount of compensations costs and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such Injury is caused.</p>
<p>Exception (Relevant to this Section only)</p>	<p>The Company shall not be liable in respect of</p> <ol style="list-style-type: none"> 1. the Insured’s liability to employees of contractors to the Insured. 2. any liability of the Insured which attaches by virtue of any 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 or disease sustained outside the Territorial Limit as indicated on the Schedule. 5. any liability of the Insured to pay compensation to any Employee or to the legal personal representatives or dependants of an Employee by virtue any Workmen’s Compensation law.

<p>Claims Condition/loss reduction and recovery</p> <p>Exception (Relevant to this Section only)</p>	<p>b) advise the Company immediately of</p> <p>(i) any material change in the nature of the Insured's Business</p> <p>(ii) any change to the system of check declared in the Proposal</p> <p>In the absence of such advice and written acceptance by the Company of the change the Company shall not be liable for any subsequent Loss which otherwise would have been indemnifiable under this Section.</p> <p>c) not continue to entrust an Employee with money or goods after having knowledge of any material fact which tended to cast doubt on the honesty of such Employee.</p> <p>d) take reference in respect of each Employee in accordance with the Insured's criteria declared in the Proposal or as otherwise agreed in writing by the Company.</p> <p>2. The Insured shall whether the Company's liability hereunder have been ascertained or not give all reasonable assistance to enable the Company to obtain by legal proceedings or otherwise the reimbursement of any Loss by the Employee or by the Employee's estate or recovery of the Loss from any other source.</p> <p>The following shall be deducted from any amount otherwise payable as indemnity under this Policy</p> <p>a) any money of the Employee in the hands of the Insured</p> <p>b) any money which but for the Employee's dishonesty would have been due to the Employee from the Insured</p> <p>The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any Loss in the proportion that the amount of the Loss borne by each bears to the total amount of the Loss.</p> <p>The Company shall not be liable for</p> <ol style="list-style-type: none"> 1. Loss in respect of any improper financial gain obtained by any Employee in the form of salaries feed commission or other benefits earned in the normal course of employment; 2. Loss of interest or consequential Loss of any kind; 3. error in book keeping and/or Losses during stocktaking unless the perpetrator(s) is/are identified by the Insured; 4. Loss resulting from Injury; 5. trading risks and/or Loss by dealers, traders, brokers, etc. in the financial and/or commodity markets; 6. liability risks of any kind; 7. espionage, blackmailing, extortion, libel and similar risks; and 8. negligent behaviour or negligent acts by the Employee.
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Section K - Plate Glass	
<p>Insurance</p> <p>Definition (Relevant to this Section only)</p>	<p>If any of the Plate Glass at the Premises shall during the Period of Insurance be broken by fracture extending through its entire thickness as a result of any accident or misfortune not hereunder excepted, In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will</p> <ol style="list-style-type: none"> a) replace the broken Plate Glass with glass of similar quality or at its option pay to the Insured the actual value of the Plate Glass broken at the price current at the date of breakage less the value of any salvage b) pay the reasonable cost of any necessary temporary boarding up pending replacement of the broken Plate Glass <p>Provided that the Company's liability shall not exceed in aggregate the Limit of Liability as shown in the Schedule in any one Period of Insurance.</p> <p>For the purpose of this Policy</p> <ol style="list-style-type: none"> a) the "Sum Insured" shall be deemed to represent the replacement cost of the Plate Glass including labour and materials. b) all "Plate Glass" shall be considered plain and of ordinary glazing quality and without embossing silvering lettering bending or ornamental work of any kind unless expressly stated.

<p>Conditions (Relevant to this Section only)</p>	<p>In the event of any breakage, Loss or Damage the Insured shall give immediate notice to the Company with full particulars thereof. If such breakage relates to stained Plate Glass, the Company shall only be liable for the cost of repairing the broken Plate Glass by stained Plate Glass artists of recognized repute and standing and shall not pay any Loss arising from inferior artistic merit.</p>
<p>Exception (Relevant to this Section only)</p>	<p>The Company shall not be liable for</p> <ol style="list-style-type: none"> 1. breakage occasioned by or traceable to <ol style="list-style-type: none"> a) construction of or structural alteration to the Premises; b) alterations to or removal of any of the Plate Glass; and c) settlement or expansion or contraction of the Plate Glass or frames or fittings due to climatic conditions; 2. claims in respect of <ol style="list-style-type: none"> a) Damage to window frames or other fittings. b) the cost of removal and reinstatement of window fittings and other obstruction to replacement; c) Plate Glass which at the commencement of the insurance thereon is broken or damaged and not subsequently replaced; d) Damage to Plate Glass whilst not fixed and/or which forms part of the stocks in trade or merchandise; e) ornaments antiques or portable Plate Glass objects; and f) Plate Glass in electronic and/or printing equipment. 3. any consequence of <ol style="list-style-type: none"> a) fire and/or explosion; and b) civil commotion assuming the proportion or amounting to a popular rising.

The following Endorsements/ Clauses/ Warranties shall apply to and form part of the respective Sections of the Policy

Endorsement relating to Section A – Fire (or to other Sections if specified in the Schedule)

Temporary Removal Clause (*Other Property excluding stock in trade and merchandise) *Not for private dwelling

The Property insured under item(s) as specified in the Schedule of this Policy (Section A - Fire or Section C & D as specified in the Schedule) is covered (limited to 10% of the Sum Insured) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, repair or other similar purpose elsewhere on the same or to any other Premises and in transit thereto and therefrom by road, rail, or inland waterway, all in Malaysia, the Republic of Singapore or Brunei Darussalam.

The amount recoverable under this extension in respect of Property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part if the Premises from which the Property was temporarily removed.

This extension does not apply to Property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor as regards losses occurring elsewhere than at the Premises from which the Property is temporarily removed to:-

- (i) motor vehicles and motor chassis
- (ii) Property (other than machinery and plant) held by the Insured in trust

Subject otherwise to the terms and conditions of this Policy (applicable to Section C & D if allowed)

Removal of Debris Clause (without separate Sum Insured)

This insurance on item(s) as specified in the Schedule hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-

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

of the portion or portions of the Property insured on the said Item(s) above of this Policy (Section A - Fire) destroyed or damaged by fire or by any other peril hereby insured against.

NB: [items b) and c) above are deemed to be deleted when neither buildings nor machinery are insured]

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each item or Ringgit Malaysia Two Million RM2,000,000.00) in aggregate any one Loss, whichever is lower

The Company will not pay costs or expenses:-

- (i) incurred in removing debris except from the site of such Property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of Property not insured by this Policy (Section A - Fire)

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

Architect's Surveyor's Engineer's and Consultant's Fee (without separate Sum Insured)

The insurance (Section A - Fire) on buildings, plant and machinery hereby includes Architect's Surveyor's and Consulting Engineer's fee for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the Property insured consequent upon its destruction or Damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorized under the scales of the association of the respective professions prevailing at the time of destruction or Damage, subject to the Company's maximum liability for any Loss or Damage and fees not exceeding the Sum Insured against each item.

Other Contents Clause

(Not applicable to Insurance on stock in trade and merchandise)

It is agreed that the term "Other Contents" in so far as they are not otherwise insured it is understood to include:-

- a) money and stamps not otherwise specifically insured for an amount not exceeding RM1000.00.
- b) documents, manuscripts and Business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value of the information contained therein and for an amount not exceeding RM1,000.00 in respect of any one document manuscript or Business book.
- c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein or an amount not exceeding RM1,000.00.
- d) patterns, models, moulds, plans, and design for an amount not exceeding RM1,000.00 in respect of any one pattern, model, mould plan or design.
- e) employees pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1, 000.00 in respect of any one employee.

If this clause is applicable to Section D (as specified in the Schedule), the total claim for items a) to e) above shall not exceed 10% of the Total Sum Insured in respect of Section D or RM4,000.00 whichever is the lower for any one occurrence.

Capital Additions Clause

*(Not applicable to stock in trade or merchandise nor to insurance where the Total Sum Insured is less than **RM1,500,000.00)*

The insurance hereby extends to cover alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) to Property specified in item(s) as specified in the Schedule (Section A - Fire or Section C if specified in the Schedule) of Policy for an amount not exceeding in respect of each item 10% of the Sum Insured by each item or RM1, 000.000.00 per location, whichever is the less.

The Insured undertakes to advise the Company every three (3) months of such alterations, additions and improvements and to pay the appropriate additional Premium thereon.

This clause is inoperative if the declaration of such alterations, additions and improvements are not received by the Company within ninety (90) days from the date of such alterations, additions and improvements.

For the purpose of this clause, the inception date under the Premium Warranty shall be deemed to be the date of declaration received by the Company

Note: In the event there is more than one location, then the limit may be increased to RM2, 000.000.00. This amount being the aggregate limit for all the locations (applicable to Section A of the Policy only)

If this clause is applicable to Section C (as specified in the Schedule), the Company's limit or liability shall not exceed 10% of the Total Sum Insured in respect of Section C or RM 500,000.00 whichever is the less and not as mentioned above. Further, the qualifying restriction limit of ***RM1,500,000.00 as stated above to activate this clause is not applicable to Section C. Subject otherwise to the terms and conditions of this Policy.

Mortgagee (Chargee) Clause 1

Loss if any, payable to the Financial Institution named in the Schedule as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described Property nor any foreclosure or other proceedings or notice of sale relating to the Property or by the occupation of the Premises for the purposes more hazardous than are permitted by the Policy Section(s) or by non-occupation thereof or by any other increase of risk taking place in the Property insured hereunder. Provided, that in case the Mortgagor (Chargor) or Owner shall neglect to pay any Premium due under the Policy Section(s), 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 the Policy Section(s), 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 Section(s) and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right 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(ies) insured hereunder or from any securities or funds available.

Non-Cancellation Clause

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

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

Mortgagee (Chargee) Clause 2

It is hereby agreed that this insurance [as to the interest of the Mortgage (Chargee)] shall not be invalidated by any change of occupancy or increase of risk taking place in the Property insured without the knowledge of the Mortgagee (Chargee) provided that the Mortgagee (Chargee) shall immediately on the same coming to his knowledge giving notice thereof to the Company and pay the additional Premium (if any) which may be required by the Company from the date of such increase of risk.

Non-Cancellation Clause

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

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

Contract Price

Notwithstanding anything to the contrary contained in

- a) Condition 12 of this Policy (Section A - Fire)
- b) Section D- Burglary (Subject otherwise to the terms and conditions of this Policy)

It is hereby declared and agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale, the sale contract is cancelled by reason of fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or Damage by applicable the same basis shall be used.

Computer Systems Records

Computer records are insured only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein (Section A - Fire).

Designation Clause

For the purpose of determining where necessary the item (column heading) under which any Property is insured, the Company agrees to accept the designation under which such Property is entered in the Insured's books.

Escalation Clause

In consideration of the payment of an additional Premium amounting to 50% of the Premium produced by applying the specified percentage to the first or the annual Premium as appropriate on the undernoted item(s), the Sum(s) Insured thereby shall during the Period of Insurance, be increased each by day an amount representing 1/365th of the specified percentage increase per annum

Item Number
(as specified in the Schedule)

Specified percentage increase per annum
(as specified in the Schedule)

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the Sums Insured in force at the commencement of each Period of Insurance

At each renewal date the Insured shall notify the Company:-

- (i) the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy Section(s) (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall added the increases which have accrued under this clause during the Period of Insurance up to that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but, in the absence of instructions to the contrary prior to the renewal date, the existing percentage increase shall apply for the Period of Insurance for renewal.

All the conditions of the Policy Section(s) except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Reinstatement Value Clause

Notwithstanding anything to the contrary contained in condition 12 of this Policy (Section A - Fire), it is hereby declared and agreed that in the event of the Property insured under (item No. as specified in the Schedule) of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said item as specified in the Schedule) of this Policy (Section A - Fire) is to be calculated shall be the cost of replacing or reinstating on the same site Property of the same kind or type but not superior to or more extensive than the insured Property when new, subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby:-

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or Damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made
2. Until expenditure has been incurred by the Insured in replacing or reinstating the Property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under this Policy if this clause had not been incorporated therein.
3. If at time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Property covered has been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction or Damage to such Property by any other perils insured against by this Policy (Section A - Fire), then the Insured shall be considered as being his own insurer for the Excess and shall bear a rateable proportion of the loss accordingly each item of this Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provisions.
4. This Memorandum shall be without force or effect if:-
 - a) The insurance fails to intimate to the Company within six (6) months from the date of destruction or Damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the Property destroyed or damaged.
 - b) The insured is unable or unwilling to replace or reinstate the Property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or Damage to any Property insured hereunder such Property shall be covered by any other insurance effected by or on behalf of the insured which is not upon the identical basis or reinstatement set forth therein.

Reinstatement in Compliance with the Requirement of Public Authorities

Notwithstanding anything to the contrary contained in condition 12 of this Policy (Section A - Fire), it is hereby declared and agreed that the insurance by (item No as specified in the Schedule) of this Policy extends to include such additional costs of reinstatement of the destroyed or damaged Property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Government act or bye-laws of any municipal or local authority provided that:-

1. The amount recoverable under this extension shall not include:-
 - a) the cost incurred in complying with any of the aforesaid regulations or bye-laws:-
 - i) in respect of destruction or Damage occurring prior to the granting of this extension
 - ii) in respect of destruction or Damage not insured by this Policy (Section A - Fire)
 - iii) under which notice has been served upon the Insured prior to the happening of the destruction or Damage
 - iv) in respect of undamaged Property or undamaged portions of Property
 - b) the additional cost that would have been required to make good the Property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
2. The work or reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) allow in writing and may be carried out wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under (any item of Section A - Fire) this Policy apart from this extension shall be reduced by the application of any of the terms and conditions of this Policy, then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.
5. All conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated therein.

Temporary Storage Clause

The Property (excluding buildings) insured under this Policy Section(s) is covered whilst temporarily stored anywhere in Malaysia, Brunei Darussalam and Singapore provided that:

- a) the period of temporary storage shall not exceed sixty (60) days.
- b)
 - i) the liability of the Company is limited to 10% of the Total Sum Insured or RM500,000.00 whichever is lower for the Property covered under this clause (applicable to Section A).
 - ii) the liability of the Company is limited to 10% of the Total Sum Insured of Section C or D or RM100,000.00 whichever is the lower for Property covered under this clause (applicable to Section C and/or Section D, subject otherwise to the terms and conditions of this Policy).
- c) the Company shall not be liable for any Loss or Damage to the Property whilst in transit (including the processes of loading and unloading incidental to such transit).
- d) this insurance does not apply to Property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

NB:- The Insured must declare to the Company immediately in writing when aware of the existence of such storage and pay the additional Premium due based on normal rate (pro-rata) at the place of storage for that period exceeding the sixty (60) days limit and have the Policy endorsed accordingly.

Leasing Endorsement

It is hereby understood and agreed that the Financial Institution specified in the Schedule (hereafter referred to as the lessors) are the owners of the Property insured by item as specified in the Schedule and that such Property is the subject of a Leasing Agreement made between the lessors on one part and the Insured on 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 under this Policy Section(s) in respect of Loss of or Damage [which Loss or Damage is not made good by repair reinstatement or replacement under the terms of the Policy Section(s)] 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 it is expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this Policy Section(s).

Non-Cancellation Clause

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

Brand, Label and Trademark Clause

In the case of Damage to Property bearing a brand, label or trademark, the sale of which in any way carries a guarantee of the Insured, the salvage value of such damaged Property shall be determined after the removal in the customary manner of all brands label and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said Property (Section A - Fire).

Sprinkler Leakage Endorsement

In consideration of the payment of an additional Premium, it is hereby declared and agreed that the insurance under this Policy extends to include Loss or Damage to the Property insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.

Provided always that otherwise the insurance under this Endorsement and the Policy shall be subject to all the terms limitations, stipulations, exclusions, provisions and exceptions printed on, expressed in, endorsed upon or attached to the Policy (i.e. Section A - Fire) and that without in any way limiting the generally of the foregoing, the liability of the Company shall in no case under this Endorsement exceed in respect of each item the sum expressed in the Schedule or in the whole the Total Sum Insured.

This insurance (Section A - Fire) does not cover Loss or Damage occasioned by or through or in consequence of:-

- a) explosion, the blowing up of buildings or blasting
- b) the order of any authority
- c) heat caused by fire
- d) repairs or alteration to the buildings or Premises
- e) the automatic sprinkler installation being either repaired, removed or extended

No liability shall attach if the building insured or containing the insured Property becomes unoccupied and so remains for a period or more than thirty (30) days unless the Insured obtains the sanction of the Company signified by Endorsement upon the Policy (Section A - Fire)

Special Conditions

1. The Insured shall at all times during the currency of this Policy (Section A - Fire) take all reasonable steps to maintain in proper working order the installation of automatic sprinklers, including the automatic alarm signals
2. The Company shall not be responsible for Loss or Damage which may occur after notice has been given to the Insured by the Company that the sprinkler installation is/are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

Hire Purchase Endorsement

It is hereby understood and agreed that the Financial Institution named in the Schedule (hereinafter referred to as the Owners) are the Owners of the Property insured by item(s) as specified in the Schedule and that such Property is the subject of a Hire Purchase Agreement made between the Owners on one part and the Insured on the other part. It is further understood and agreed that any payment made in respect of the Loss or Damage (which Loss or Damage is not made good by repair, reinstatement or replacement) under the terms of this Policy Sections(s) shall be made to the Owners as long as they are the Owners of the Property and their receipt shall be full and final discharge to the Company in respect of such Loss or Damage.

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

Non-Cancellation Clause

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

Internal Removal Clause

It is understood and agreed that in the event of removal of Property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance (applicable to Sections as specified in the Schedule) on such Property shall follow removal, then necessary in Sum Insured and Premium being made as from the date of removal as soon as the oversight is discovered.

Outbuilding Clause

The insurance (Section A - Fire) by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircases, fuel installations, steel or iron frameworks and tanks in the said Premises and the insurance but each item under contents extends to include the contents of each outbuilding.

Appraisement Clause

If the aggregate claim for any one Loss does not exceed RM5,000.00 or 5% of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisement of the undamaged Property shall be required

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and or contents by item or items affected.

Vehicle Load Clause

In the event of the Insured's vehicles being left loaded overnight whilst in or on the Premises described in the specification hereto, the Company will indemnify the Insured in respect of such load in the event of Loss or Damage by any of the perils insured against by this Policy (applicable to Section A - Fire).

Alteration And Repairs Clause

Notwithstanding the "Increase in Risk" condition (of Section A - Fire), workmen are allowed on or about the insured Property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

Waiver of Subrogation Rights of Insurers

In consideration of the payment of an additional Premium, the Company agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the following entity(ies):-

Names: As specified in the Schedule

However, the Company's entitlement to enforce any rights and remedies or to obtain relief or indemnity from any other party(ies) by way of subrogation shall remain unaffected

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

Endorsement relating to Section C - Special All Risks

Market Value Clause

It is hereby understood and agreed that in the event of a Loss to the Property Insured herein, the Limit of Indemnity of the Company shall be the insured value or the market value of the insured Property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Policy.

For the purpose of this clause, the term market value shall mean the value of the Property insured herein at the same time of Damage or Loss less due allowance for wear and tear and/or depreciation.

The market value of the insured Property shall for the purpose of this clause be determined by 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, registered under the Financial Services Act 2013 or Registered Valuer under the Valuers and Appraisers Act. 1981 and to be mutually appointed broker, authorized distributor, building contractor, loss adjusters registered under the Financial Services Act 2013 or Registered Valuer 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.

Subject otherwise to the terms and conditions of this Policy.

Endorsement relating to Section D - Burglary

Reinstatement of New Memorandum *(Applicable to Sections C or D as specified in the Schedule)*

NB: Not applicable to equipment more than 5 years old

In the event of the Company being liable under Section D of the Policy or any other Policy Sections as specified in the Schedule for Loss of or Damage to furniture, fittings, fixtures, plant equipment and appliances then the basis of calculation any such

- a) Loss shall be the cost of reinstatement/replacement of the Property lost by similar Property in a condition equal to but not better or more extensive than its condition when new.
- b) Damage shall be the cost of restoration of the Damage to such Property to a condition substantially the same as but not better or more extensive than its condition when new.

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement, if the whole of Property exceeded the Sum Insured at the commencement of any Loss of or Damage to such Property then the Insured shall be considered as being the Insured's own insurer for the Excess and shall bear a rateable proportion of the Loss or Damage accordingly.

Subject otherwise to the terms and conditions of this Policy.

Full Theft

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured against Loss following theft from the Premises which is not consequent upon forcible and violent entry into the Premises but excluding theft in which any member of the Insured's family or household or Business staff or any person lawfully on the Premises may be concerned either as principal or accessory.

Subject otherwise to the terms of this Policy.

Pairs and Set Clause *(applicable to Sections C or D as specified in the Schedule)*

It is hereby declared and agreed that notwithstanding anything contained in the Policy Section (as specified in the Schedule), where any insured item consist of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part of parts which may be lost without reference to any special value which such article or articles may have as part of such pair and set.

Subject otherwise to the terms and conditions of this Policy.

Armed Robbery/Hold Up Extension

(Applicable to Section D & E as specified in the Schedule)

Subject otherwise to the terms, conditions and exceptions, this Policy is extended to indemnify the Insured against Loss or Damage to the Property described in the Schedule whilst within the Premises as a result of Armed Robbery and hold up following an assault or violence to any person or threat thereof.

Armed Robbery' shall be deemed to be the felonious and forcible theft of the insured Property:-

- a) by violence inflicted upon any employee of the Insured
- b) by the placing of the Insured's employees in fear of violence
- c) by any other over felonious act committed in the presence of the Insured's employees and of which the employees were actually cognizant, provided such other act is not committed by the employees of the Insured.
- d) from the Insured or from the direct care and custody of any employee of the Insured who has been killed or rendered unconscious by injuries inflicted maliciously or sustained accidentally.

Mere disappearance of the Property does not constitute a Loss under this Policy. Similarly any shortage disclosed by any inventory is not covered by this Policy unless such shortage can be reasonably shown to have been occasioned by Armed Robbery.

Personal Accident (Hold-Up) Extension Clause

If during any Period of Insurance for any one event the Insured or any two directors or employees of the Insured (hereinafter called the Insured Person as specified in the Schedule), for any one event, shall suffer bodily injury which within 12 months results in Death or Disablement and such Injury shall have been sustained solely and directly from accidental, external, violent and visible means as a result of robbery or hold-up or any attempt thereat while such Insured Person is engaged in carrying of money in transit the Company will subject to the under-mentioned special terms and otherwise to the terms of the Policy (Section E - Money) pay the appropriate Benefit to the Insured

Benefits	Sum Insured Per Person
1. Death	RM10,000.00
2. Disablement includes:-	
(a) Loss of two or more limbs or both eyes or one of each	RM10,000.00
(b) Loss of one limb or eye	RM10,000.00
(c) Permanent Total Disablement otherwise than by Loss of limb or eye from gainful employment of any and every kind such disablement having continued for 104 weeks	RM10,000.00
(d) Temporary Total Disablement from usual occupation for a maximum of 104 weeks in all, not necessarily consecutively	Not Covered

Special Terms- Interpretation

1. Loss of limb shall include permanent total Loss of use an entire hand arm foot or leg
2. Loss of eye shall include total and irrecoverable loss of sight

Exceptions

The Company shall not be liable in respect of Death or Disablement consequent upon or contributed to by:-

1. the Insured Person suffering from any pre-existing physical or mental defect or infirmity.
2. bodily injury of any person before such person attains the age of 16 years or after the expiry of the Period of Insurance during which such person attained the age of 60 years.
3. bodily injury or death or disablement results from or is contributed to by:-
 - a) illness or disease (not resulting from accidental bodily injury).
 - b) any naturally occurring condition or degenerative process.
 - c) any gradually operating cause.

Conditions

1.
 - a) Benefits shall not be payable in respect of any one Insured Person under more than one of the Benefits listed above, in connection with the same accident.
 - b) On the happening of any accident giving rise to a claim under the Benefits listed above, this extension clause shall thereafter cease to apply to that Insured Person.
 - c) No sums payable under this extension clause shall carry any interest.
 - d) No benefits shall be payable due solely to the inability to take part in sports or pastimes.
2. All certificates information and evidence required by the Company shall be furnished free of expense and in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination(s) on behalf of and at the expense of the Company in connection with any claim.
3. The Insured's or the Insured's personal representatives' or the claimant's receipt of claims payment shall discharge the Company and thereby relinquishing all their right of claim against the Company or to sue the Company subsequently. If the Insured or more than one party having an interest in the Insured Person the Benefit so entitled shall represent the total amounts payable in respect of that Insured Person for all interests covered by this extension.

Subject otherwise to the terms and conditions of this Policy.

Personal Effects Clause (applicable to Sections D or E as specified in the Schedule)

- If during any Period of Insurance any authorised director, partner or employee of the Insured (hereinafter called the Insured Person) whilst
- a) carrying/accompanying money in transit (Applicable to Section E - Money)
 - b) in the custody of the keys to the safe, drawer, cabinets or Premises of the Insured whilst within the Premises (Applicable to Sections D - Burglary)

Shall as a result of robbery hold-up or any attempt thereat sustain Loss or Damage to personal clothing/ effects, the Company will indemnify such Insured Person

Provided the liability of the Company to any one such Insured Person shall not exceed RM500.00.

Subject otherwise to the terms and conditions of this Policy.

Damage to Premises Clause (with Specified Limit)

The insurance on Money in Premises item(s) include indemnity for Damage to the Premises and any Safe, Strong-room, drawer cabinet, cash-register and the like use for the safe-keeping of Money at the Premises resulting directly from theft or attempt thereat subject to the Company's maximum liability for any Loss or Damage not exceeding the Limit of Liability against each item as specified in the Schedule.

Provided further that such Damage is not insured under any theft Policy or other Policy/Policies.

Subject otherwise to the terms and conditions of this Policy.

Weekends, State and National Public Holidays Clause

It is hereby declared and agreed that the limit of liability for Money in Transit and Money in Premises is automatically increased to 2 times of the limit as specified in the schedule during weekends, states and national public holidays.

Provided that:-

- 1. Money must be kept in locked Safe or Strong-room during such period.
- 2. The Insured must undertake to bank-in/deposit the money before 2pm on the next available banking date.

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

Endorsement relating to Section H - Public Liability (not involving Products Liability)

Cross Liability Clause

As the Insured consists of more than one party, each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

Provided that nothing in this clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence or series of occurrence as stated in the Schedule.

Tenant's Liability Clause (Insured as Tenant)

It is hereby declared and agreed that this Policy shall extend to cover the Insured's legal liability up to the Limit of Liability specified in the Schedule, for Damage caused by accident to:-

- a) any building or part thereof not belonging to but whilst occupied by the Insured as a tenant.
- b) the contents of the aforesaid building or part thereof not belonging to but in the charge or under the control of the Insured as tenant but excluding the Insured's legal liability as Bailee.

Subject otherwise to the terms and conditions of this Policy.

Car Park Liability Extension Clause

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured up to the Limit of Liability specified in the Schedule, for accidental Loss of or damage to the guests' motor vehicles (including spare parts and accessories thereon) whilst such vehicles are garaged or parked in the Insured's premises.

Provided that the Company shall not be liable in respect of bodily injury or accidental damage arising while any vehicle is being driven, with the consent of the Insured, by any person who to the knowledge of the Insured does not hold a valid licence to drive such vehicle or who is disqualified from holding such licence.

Subject otherwise to the terms and conditions of this Policy.

Unlicensed Vehicles Clause

It is hereby declared and agreed that the Company will indemnify the Insured, up to the Limit of Indemnity specified in the Schedule, in respect of liability arising from death, bodily injury, illness, loss or damage caused by or through or in connection with the use by or on behalf of the Insured of any mechanically propelled vehicle (excluding aircraft, hovercraft, oil drilling platform rig, watercraft, railway locomotive and railway rolling stock) in connection with the Insured's Business.

Provided that such vehicle is not in use on a public road or being used in circumstances in which the law requires compulsory insurance.

Subject otherwise to the terms and conditions of this Policy

Loading and Unloading of Vehicle Clause

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the insured in respect of any bodily injury or Loss of or Damage to property caused or arising from beyond the limits of any carriageway or thoroughfare in connection with:-

- a) the bringing of the load to such vehicle for loading thereon
- b) the taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle

Provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or Loss of or Damage to property shall not in any way exceed the Limit of Indemnity specified in this Policy.

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

Guests' Effects Clause

It is hereby declared and agreed that this Policy extends to cover liability at law of the Insured in respect of Damage to the Personal Effects of the Insured's Guests occurring at the Insured's Premises within the Territory as specified in the Schedule.

Provided that the liability of the Company in respect of Damage to the property of guests shall not exceed RM1,000.00 in respect of any one guest or RM100,000.00 in any one Period of Insurance.

For the purpose of this extension the property belonging to Insured's guests shall not deemed to be Property held in trust by or in the custody or control of the Insured.

Subject otherwise to the terms and conditions of this Policy.

Employees Effects Liability Clause

It is hereby declared and agreed that this Policy extends to include liability at law of the Insured in respect of Damage to clothing's and/or Personal Effects of the Insured's employees

Provided that:-

- a) the liability of the Company in respect of Damage to the Property of the employees shall not exceed RM500.00 in respect of any one employee or RM100,000.00 in any one Period of Insurance
- b) an Excess of RM50.00 shall apply to each and every employee in respect of each and every claim

For other purpose of this extension the Property belonging to the Insured's employees shall not be deemed to be Property held in trust by or in the custody or control of the Insured

Subject otherwise to the terms and conditions of this Policy.

Non-Owned Vehicle Liability Clause

It is hereby agreed that the Company will indemnify the Insured, up to the Limit of Indemnity specified in the Schedule, against the Insured's legal liability for death, bodily injury, illness, loss or damage arising out of:-

- a) the use of mechanically propelled vehicle not owned by the Insured in connection with the Insured's Business; or
- b) the use of mechanically propelled vehicle hired or leased by any of the Insured's employees provided it is used solely in connection with the Insured's business or trade.

Provided always that the Company will not indemnify the Insured in respect of:-

- i) liability which is covered by a policy of motor insurance; or
- ii) liability in respect of which insurance is made compulsory under any legislation governing the use of motor vehicle; or
- iii) liability which is covered by any other policy of insurance.

Subject otherwise to the terms of this Policy.

Contractors' / Subcontractors' Liability Clause

It is hereby agreed that this Policy shall extend to indemnify the Insured, up to the Limit of Indemnity specified in the Schedule, against the Insured's legal liability for accidental bodily injury or accidental loss of or damage to property caused by the negligence of the Insured's contractors or sub-contractors or their workmen whilst engaged in the Insured's Business and occupation.

Provided always that :

- a) such contractors or sub-contractors to the Insured or workmen of such contractors or sub-contractors are not entitled to indemnity under any other policy or policies.
- b) no liability shall attach to the Company under this clause for Loss or Damage to any property that is being worked upon by the contractors or sub-contractors or their workmen.

First Aid Facilities Clause

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured, up to the Limit of Liability specified in the Schedule, arising out of the 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 organisation.

Special Events Liability Clause

It is hereby agreed that the Company will indemnify the Insured, up to the Limit of Indemnity specified in the Schedule, against the Insured's legal liability for death, bodily injury, illness, loss or damage arising out of any special event and athletic activities sponsored or conducted by or on behalf of the Insured including but not limited to community programs such as dances, outings, exhibitions, demonstrations, fund raising activities and the likes.

Subject otherwise to the terms and conditions of the Policy.

Alterations and Repairs Liability Clause

It is hereby agreed that workmen are allowed on in or about the premises of the Insured to carry out alterations and repairs provided the Business of the Insured remains unchanged.

Subject otherwise to the terms and conditions of the Policy.

Endorsement relating to Section J – Fidelity Guarantee

Automatic Addition and Deletion Clause

Notwithstanding anything mentioned to the contrary, it is hereby declared and agreed that new employees are automatically included in this insurance with effect from the date on which the employee shall commence employment with the Insured. Deletion of Insured Persons from the insurance shall be similarly effected from the date of termination of their employment.

Provided always that the Company's liability shall not exceed the Specific Limit of Indemnity as specified in the Schedule

Subject otherwise to the terms and conditions of this Policy.

Auditors/Accountants and Legal Fees Clause

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against the payment of fees for Professional Auditor and Accountant services and legal charges incurred by the Insured with the consent and/or at the request of the Company for the purpose of investigation and proving a claim made against the Company within the terms of this Policy Section.

It is further declared and agreed that the liability of the Company a respect of such fees and charges shall be limited to the sum of RM3,000.00 in respect of any one claim subject to the Company's total liability shall not exceed RM6,000.00 in anyone Period of Insurance.

Subject otherwise to the terms and conditions of this Policy.