

**PUBLIC LIABILITY INSURANCE POLICY**

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

**NOW THIS POLICY WITNESSETH** that the Company shall subject to the Terms Exceptions Limits and Conditions contained herein, or endorsed hereon indemnify the Insured against

1. All sums which the Insured shall become legally liable to pay as damages in respect of:-
  - (i) accidental bodily injury to or illness of any person,
  - (ii) accidental loss or damage to property happening in connection with the Business as described in the Schedule under the heading of Description of Risk and occurring within the Territorial Limits as stated in the Schedule during the Period of Insurance.
2. All costs and expenses of litigation:-
  - (i) recoverable by any claimant against the Insured,
  - (ii) incurred with the written consent of the Company in respect of a claim against the Insured for damages to which the indemnity expressed in this Policy applies.

**PROVIDED THAT** the liability of the Company under this Policy for all damages payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident and in respect of all injury illness loss and 'damage- sustained as a result of all occurrences occurring during any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Insurance.

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

**JURISDICTION CLAUSE**

The Indemnity provided by this Policy shall not apply to or include:

- i) compensation for damages in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia or to orders obtained in the said Court for the enforcement of judgments made outside Malaysia whether by way of reciprocal agreement or otherwise.

- ii) costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

**EXCEPTIONS**

The indemnity expressed in this Policy shall not apply to or include:

1. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. liability in respect of:
  - (a) injury to or illness of any person who at the time of sustaining such injury is a member of the Insured's own family
  - (b) Injury to or illness of any person under a contract of service or apprenticeship with the Insured where the injury or illness arises out of and in the course of such person's employment with the Insured
  - (c) any sums payable by the Insured under legislation relating to occupational injury or illness
3. liability in respect of loss of or damage to property:-
  - (a) belonging to the Insured
  - (b) in the charge or under the control of the Insured or of any servant or agent of the Insured
  - (c) being that part of any property on which the Insured or any servant or any agent of the Insured is or has been working if that loss or damage results directly from such work
  - (d) caused by or through or connection with the bursting of any economizer used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Insured or any servant or agent of the Insured.
4. liability in respect of
  - (a) loss of or damage to any property or land or building caused by vibration or by the weakening of support
  - (b) injury to or illness of any person or damage to property occasioned by or resulting from any such loss or damage aforesaid
5. liability in respect of injury illness loss or damage caused by or in connection with or arising from
  - (a) the ownership, possession, control, maintenance or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
  - (b) any lift elevator escalator hoist or crane owned or used by or in the possession of or maintenance thereof by the Insured unless specified in The Schedule under the heading "Plant"
  - (c) defective sanitary arrangements or poisoning of

- any kind or foreign or deleterious matter in food or drink
- (d) earthquake flood fumes
  - (e) fire and explosion
  - (f) any vessel or craft or aircraft not specified in the Schedule owned possessed maintained or used by or on behalf of the Insured or the loading or unloading
  - (g) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - (h) work which is being undertaken or has been undertaken by the Insured to any watercraft or thing made or intended to float on or travel through water air or space
  - (i) any commodity article or thing or any container thereof sold or supplied or repaired or renovated or let on hire or handled by the Insured and no longer in the Insured's possession or control repaired altered or treated by or to the order of the Insured
  - (j) breach of professional duty by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed
  - (k) any design or specification
  - (l) the ownership, operation, maintenance or use of railways, tramways and cable-cars
  - (m) being railway rolling stock
  - (n) work/trades involving in tunnelling, underground and underwater works.
  - (o) the ownership or tenure by the Insured of any hind or building not specified in the Schedule.
6. liability of whatsoever nature in respect of
- i) injury to or illness of any person or loss of or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination of any kind
  - ii) the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances.
  - iii) fines penalties punitive or exemplary damages
- For the purpose of this exception "polluting or contaminating substances" means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned
7. liability in respect of death, bodily injury to or illness of any person directly or indirectly arising out of or consequent upon or contributed to or by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
8. liability in respect of bodily injury to or illness of any person or loss of or damage to property occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely.
- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war
  - (b) mutiny, strike, riot, and civil commotion, military or popular rising, insurrection, rebellion, revolution conspiracy, military or usurped power
  - (c) 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
  - (d) confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government de jure or de facto or public or local authority
  - (e) any act of terrorism
- For the purposes of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear
- (f) any 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 Exception 8 a), b), c), d) and e) above.
- In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exception 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.
9. liability of whatsoever nature resulting from or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from:-
- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
  - b. nuclear weapon material.
- In these Exceptions
- (a) the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
  - (b) the expression "vessel or craft" shall mean any vessel craft or thing made intended to float on or in or travel on or through water or air

## CONDITIONS

### 1. MEANING

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

### 2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy, insofar as they relate to anything to be done or complied with

by the Insured and the truth of the statements and answers' in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**3. NOTICE**

All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this Policy was issued, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the Terms of this Policy, nor endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.

**4. CLAIMS NOTIFICATION**

In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

**5. PAYMENT OF LIMIT OF LIABILITY**

The Company may in the case of any injury illness loss or damage pay to the Insured the Limit of Indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as damages in respect thereof) or any lesser sum for which the claim or claims arising therefrom can be settled and the Company shall thereafter be under no further liability in respect of such injury illness loss or damage except for the payment of costs and expenses of litigation incurred prior to the date of the payment of such Limit of Indemnity or such lesser sum.

**6. CHANGE IN RISK**

If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven (7) days give notice in writing to the Company and shall pay such additional premium as the Company may require.

**7. LEGAL PROCEEDINGS**

The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any injury or illness or loss or damage or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

**8. DUTY OF INSURED**

The Insured shall exercise reasonable care that only steady sober and competent employees are employed and that all buildings ways works plants

machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have access to inspect any property. In the event of any defect or danger being apparent to the Company's authorized officials and agents, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

**9. ENTRY OF PREMISES**

The Company may at all reasonable times for the purpose of enquiry or examination by their authorised officials and agents enter into any premises or places to which this insurance applies or in which injury illness loss or damage has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.

**10. OTHER INSURANCE**

If at the time of any occurrence or claim there is in existence any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

**11. CANCELLATION**

This Policy may be cancelled at any time by seven (7) days notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium (after adjustment in accordance with Condition 12 if necessary) the unexpired part of the Period of Insurance. This Policy may be cancelled at the request of the Insured at any time (provided no claim has arisen during the then current Period of Insurance), the Insured shall be entitled to a return of Premium less Premium at the Company's short period rates for the time the Policy has been in force.

**12. PREMIUM ADJUSTMENT**

If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative hereto and shall at all times allow

the Company to inspect such records. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject however to any minimum premium hereon.

**13. ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**CLAUSES/ENDORSEMENTS/WARRANTIES**

(The following clauses/endorsements/warranties are applicable to this Policy)

**PWE**

**PREMIUM WARRANTY**

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

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

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

Subject otherwise to the terms and conditions of this policy.

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**DATE RECOGNITION CLAUSE (WITHOUT SAVINGS CLAUSE)**

- A. It is noted and agreed this policy is hereby amended as follows:-
- B. The Company shall not pay for any loss or

damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:-

- 1. correctly recognize any date as its true calendar date;
- 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
- 3. capture, save, 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.

C. It is further understood that the Company shall not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

D. It is further understood that the Company shall not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.

E. It is further understood that the Company shall not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury) expenses incurred or any consequential loss referred to in A,

B, C or D above is excluded regardless of any other

cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of this Policy.

**CYBA CYBER CLAUSE**

It is hereby declared and agreed that the indemnity expressed in this Policy shall not apply to and specifically excludes losses of any kind directly or indirectly caused by arising from or consisting of in whole or in part :

- (a) the use or misuse of the Internet or similar facility;
- (b) any electronic transmission of data or other information;
- (c) any computer virus, worm, logic bomb, Trojan horse or similar problem;
- (d) the use or misuse of any Internet address, Website or similar facility;
- (e) any data or other information posted on a Website or similar facility;
- (f) any loss of data or damage to any computer system, including but not limited to hardware or software;
- (g) the functioning or malfunctioning of the Internet or similar facility, or of any internet address, Website or similar facility or
- (h) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent)

Subject otherwise to the terms and conditions of the policy.

**LO53 DRAINS & UNDERGROUND CABLES/PIPES EXCUISION ENDORSEMENT**

It is agreed that this Policy does not indemnify the Insured against any damage to drains, culverts, underground wire cables, reinforced concrete and water-supply pipes.

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

**LO01A FIRE AND EXPLOSION EXTENSION ENDORSEMENT**

Notwithstanding anything contained herein to the contrary in Exception 5(e) of this Policy, it is hereby declared and agreed that this Policy is extended to provide an indemnity in respect of accidents resulting in injury or damage to property caused by fire or explosion (other than explosion of steam boiler or other vessels or apparatus under steam pressure)

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

**CLAUSES/ENDORSEMENTS**

(The following clauses/endorsements are not applicable unless specified in the Policy Schedule)

**LCLE CROSS LIABILITY ENDORSEMENT**

It is hereby understood and agreed that for the purpose of this Insurance, each of the parties comprising the Insured shall 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 the Company 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 nevertheless that nothing in this Clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence or series of occurrences as stated in this schedule.

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

**LO11A FIRST AID FACILITIES ENDORSEMENT**

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

**LO12A FOOD AND DRINK POISONING CLAUSE**

This Policy extends to include legal liability in respect of accident injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the situation named in the Schedule.

Provided that:

1. For the purposes of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the Company shall not exceed the amount specified in the Schedule of the Policy as the Limit of Indemnity.
3. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition or after the expiry of their shelf life and to ensure that the same are free from contamination and fit for human consumption.
4. The food or drink is not of the kind manufactured for sale by the Insured.

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

**NOTICE TO POLICYHOLDER**

Please examine the insurance Policy to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If **You** have any complaints or grievances pertaining to **Your** policy, please contact **Your** agent, if any or get in touch with **Our** issuing office. **We** assure **You** that **Your** complaints will be attended to promptly.

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

As a responsible insurer, **We** wish to bring **Your** attention that **You** could also address **Your** dissatisfaction to Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia Customer Service Bureau (CSB) as listed below.

#### **HOW TO LODGE A COMPLAINT**

If **You** are unhappy with any aspect of **Our** service, **We** would like to hear from **You**. **You** can make **Your** complaint in whatever form is most convenient to **You** either via a phone call to **Our** receptionist or alternatively, by writing, faxing or e-mailing **Your** complaint to:

##### **Complaints Handling Unit**

RHB Insurance Berhad  
Level 12B, West Wing, The Icon  
No 1, Jalan 1/68F, Jalan Tun Razak,  
55000 Kuala Lumpur  
Tel: 1300-220-007  
Fax: 03-2163 7277  
E-mail : complaints\_unit@rhbinsurance.com.my

**We** will seek to respond to **Your** complaint within fourteen (14) days. If **We** cannot resolve the matter within the aforesaid time frame when a matter is complex, **You** will be informed of the progress made with **Your** complaint. It will help **Us** to respond promptly if **You** give the following details:

1. **Your** name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, **You** are still dissatisfied, **You** may write to:

##### **The Complaints Management Unit**

Ombudsman for Financial Services (OFS)  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: 03-2272 2811  
Fax: 03-2272 1577  
E-mail : enquiry@ofs.org.my  
Website : www.ofs.org.my

If the Mediator makes an award against **Us**, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within fourteen (14) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

Alternatively **You** may put forward **Your** dissatisfaction over the conduct of **Us** by writing to Bank Negara Malaysia giving details of **Your** complaint and particulars of **Your** policy to:

##### **BNMTELELINK**

Corporate Communications Department  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail : bnmtelelink@bnm.gov.my  
Website : www.insuranceinfo.com.my

<b>HEAD OFFICE / IBU PEJABAT</b>	<b>CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN</b>	<b>CALL CENTRE / PUSAT PANGGILAN</b>
Level 12, West Wing, The Icon, No.1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur Tel : 03 - 2180 3000 Fax : 03 - 9281 2729 Website : www.rhbgroup.com/insurance	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03 – 2163 7277 Email : rhbi.general@rhbgroup.com	Claims Inquiries : 03 - 2180 3030