Level 12, West Wing, The Icon, No. 1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur.
Customer Relationship Centre: 1300 220 007, WhatsApp: 012-6031978, Email: rhbi.general@rhbgroup.com, Website: insurance.rhbgroup.com

FIRE MATERIAL DAMAGE (ENHANCEMENT) INSURANCE

Policy Wording

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact RHB Insurance Berhad or PIDM (visit www.pidm.gov.my).

Member of PIDM.

TABLE OF CONTENTS

FIRE MATERIAL DAMAGE (ENHANCEMENT) INSURANCE POLICY 3

GENERAL DEFINITIONS 3

CONDITIONS 4

CLAUSES / ENDORSEMENTS / WARRANTIES (APPLICABLE TO THIS POLICY) 9

CLAUSES / ENDORSEMENTS / WARRANTIES (NOT APPLICABLE UNLESS SPECIFIED IN THE SCHEDULE) 12

NOTICE TO POLICYHOLDERS 29

HOW TO LODGE A COMPLAINT? 29

FIRE MATERIAL DAMAGE (ENHANCEMENT) INSURANCE POLICY

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession).

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in the **Insured**'s Proposal Form (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured**'s Proposal Form (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the Insured and RHB INSURANCE BERHAD (hereinafter called ''the **Company**''). However, in the event of any pre-contractual misrepresentation made in relation to the **Insured**'s answers or in any disclosures given by the **Insured**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and the **Company**.

For Non-Consumer Insurance Contracts (Insurance wholly for purposes related to the Insured's trade, business or profession).

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

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and the **Company**.

THE **COMPANY** AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said **Schedule** or of any part of such property be destroyed or damaged by:-

FIRE or LIGHTNING during the **Period of Insurance** stated in the **Schedule** or 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 made good to the **Insured** the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.

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

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

GENERAL DEFINITIONS

1. **We/Us/Our/Insurer/Company** shall means RHB Insurance Bhd (38000-U) a **Company** incorporated in Malaysia and having its business address at Level 12, West Wing, The Icon, No. 1 Jalan 1/68F, Jalan Tun Razak 55000 Kuala Lumpur.
2. **You/Your/Insured** shall means the person or persons named in the **Policy Schedule** or any subsequent revisions, amendments or endorsement thereto.
3. **Schedule** means the **Policy Schedule**, which is attaching to and forming part of the **Policy**.
4. **Policy** means this agreement together with any endorsements therein, signed by the **Company**, the **Policy Schedule** attached.
5. **Policy Schedule** means the schedule, which entails **Insured** name, address, benefits covered, effective date of insurance and other **Insured's** particulars which is attaching to and forming part of the **Policy**.
6. **Period of Insurance** means the time for which this **Policy** is in force as stated in the **Policy Schedule**.
7. **Premium** means the amount stated against the **Premium** in the **Policy Schedule**.

CONDITIONS

1.MISDESCRIPTION

For Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

For Non-Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's 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 the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

2. PREMIUM PAYMENT

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

3. OTHER INSURANCE

The Insured shall give notice to the Company of an insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured. Such notice should be given and endorsed by the Company in this Policy before the occurrence of any loss or damage.

4. IDENTITY/DISPLACEMENT

All insurance under this Policy

a) on any building or part of any building;
b) on any property contained in any building;
c) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building shall cease immediately upon any fall or displacement;
d) of such building or of any part thereof;
e) of the whole or any part of any range of buildings or any structure of which such building forms part

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

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy. In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5(1) EXCLUDED COVER

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 7(f)] or by its undergoing any heating or drying process.

c) Loss or damage occasioned by or through or in consequence of

(1) The burning of property by order of any public authority

(2) Subterranean Fire

d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

5 (2) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Only combustion shall include any self-sustaining process of nuclear fission

6. EXCLUDED RISKS

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

a) Earthquake, volcanic eruption or other convulsion of nature.

b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.

d) Mutiny, riot military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

e) Any act of terrorism.

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

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

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

7. POLLUTION OR CONTAMINATION EXCLUSION

This Insured does not cover any liability for:-

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

a) Pollution or contamination which itself results from a contingency hereby insured against.

b) Any contingency hereby insured against which itself results from pollution or contamination.

8. EXCLUDED PROPERTY

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

a) Goods held in trust or on commission.

b) Bullion or unset precious stones.

c) Any curiosity or work of art for an amount exceeding RM500/-

d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.

e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.

f) Coal, against loss or damage occasioned by its own spontaneous combustion.

g) Explosives.

h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.

i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

9. CHANGE OF RISKS

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

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

a) 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 the loss or damage by fire.

b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.

c) If property insured be removed to any building or place other than that in which it is here in stated to be insured.

d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

10. MARINE CLAUSE

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

11. CANCELLATION

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

12. CLAIMS PROCEDURE

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

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

b) Particulars of all other insurances, if any.

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

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

13. FIRE FIGHTING EXPENSES

The insurance under this Policy extends to include:-

i) Wages of the Insured's employees other than full-time members of a Works Fire Brigade.

ii) The costs of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
iii) Fire Brigade charges.

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

14. INSURER'S RIGHT OF ENTRY

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

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

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

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

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

15. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 21 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

16. OPTION OF SETTLEMENT

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

17. MARKET VALUE

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

The market value of the Insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised 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, authorised sole agent or agent, authorised broker, authorised 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, Appraisers and Estate Agents Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster 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.

18. SUBROGATION

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

19. CONTRIBUTION

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

20. AVERAGE

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

21. REINSTATEMENT OF SUM INSURED

In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the Insured shall be liable to pay an additional Premium at the rate stated 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.

22. ARBITRATION

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

23. TIME LIMIT

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

24. NOTICES

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

25. MEANING

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.

CLAUSES / ENDORSEMENTS / WARRANTIES (APPLICABLE TO THIS POLICY)

W026 PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the Premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy / endorsement / renewal certificate.
If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata Premium on the period they have been on risk. Where the Premium payable pursuant to this warranty is received by an authorised 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 authorised to receive such Premium shall lie on the Company.
Subject otherwise to the terms and conditions of this Policy.

BCB BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1.5K (60 DAYS) - LIMIT: RM90,000 (Non-Tariff)

In consideration of the payment of the additional premium, it is hereby declared and agreed that the Policy is extended to cover Business Continuity Benefit, subject otherwise to the terms, exceptions, and conditions contained in the Policy or endorsed hereon.

1. Insuring Clause

If the Insured is unable to use the Property Insured as described in the Policy Schedule, entirely, directly caused by:

a) Material Damage to the Property Insured arising from any Peril insured under this Policy; or
b) Denial of Access to the Property Insured due to physical loss or damage to property within a radius of 1.5 kilometres from the Property Insured caused by an **insured peril under this Policy**.

the Company will pay the Insured the **Daily Benefit Amount** based on selected plan.

2. Basis of Benefits

The benefit payable under this extension shall be a **fixed daily benefit** for each day the Insured is unable to use the Property Insured, subject to the **Maximum Number of Days Covered** selected.

3. Period of Benefits

- **Material Damage:** Only in respect of the period necessary for reinstatement or repair to the property Insured
- **Denial of Access:** From the date access is denied until such access is restored.

4. Limit of Liability

The Company's liability under this extension shall not exceed the **Annual Aggregate Limit**:

Annual Aggregate Limit = Maximum Number of Days Covered × Selected Daily Benefit Amount
The maximum liability in any one Period of Insurance shall not exceed the Annual Aggregate Limit.

5. Exclusions

This extension does not cover loss arising directly or indirectly from:
a) Any peril excluded under the Policy
b) Any peril not insured under the Policy Schedule
c) Losses not resulting in actual prevention or inability to use the insured premises

6. All Other Terms

All other terms, exceptions, and conditions of the Policy remain unchanged.

C035 PAIRS AND SETS CLAUSE

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

All other terms, exceptions, and conditions of the Policy remain unchanged.

C42B DATE RECOGNITION (WITH SAVING CLAUSE)

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

A. The Company will not pay for any loss or damage including loss of use with or without physical damage for 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

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

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

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

The Company will not pay for any loss or damage including loss of use with or without physical damage for any consequential loss directly or indirectly.

Such 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 **Policy**

Subject otherwise to the terms and conditions of the Policy.

C045 PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programmes that is caused by deletion, a corruption or a deformation of the original structure.

Property damage covered under this Policy shall mean physical damage to the substance of property.

Consequently the following are excluded from this Policy:-

A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

C047 RADIOACTIVE/ NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance 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:

1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
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 fussion or other like reaction or radioactive force or matter.

C101 START UP EXPENSES CLAUSES (Non-Tariff)

It is hereby agreed and declared that this Policy extends to cover startup costs necessarily and reasonably incurred by the Insured consequent upon a total fire loss or damage to the property covered by this Policy during the Period of Insurance. The start up costs includes transportation costs, additional rental costs, electrical wiring and renovation costs associated with the relocation to a new premise/location for restarting business operation on reimbursement basis based on incurred bills. This extension is only applicable for risks with total sum insured of RM10,000,000 and above.

PROVIDED always that the Insured shall take all reasonable precautions to safeguard the property insured and the Company's maximum liability shall not exceed RM30,000 for any one occurrence and in the aggregate any one Period of Insurance.

C102 COST OF CLEARING BLOCKED DRAINS, PIPES, FILTERS AND PUMPS (Non-Tariff)

This insurance under this **Policy** is extended to cover additional costs necessarily and reasonably incurred by the Insured in the clearance of blocked pipes, drains, gutters, sewers, filters, pumping equipment and the like during the **Period of Insurance**, including exploratory costs, at the premises as a direct result of damage as insured herein.

PROVIDED always that the **Insured** shall take all reasonable precautions to safeguard the property insured and the **Company's** maximum liability shall not exceed RM30,000 for any one occurrence and in the aggregate any one **Period of Insurance**.

LMA 3100 SANCTION LIMITATION AND EXCLUSION CLAUSE

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 that Insurer to any sanction, prohibition or restriction under United nations resolutions or the trade or economic sanctions, laws or Regulations of the European Union, United Kingdom or United States of America.

LMA 5394 COMMUNICABLE DISEASE EXCLUSION (AMENDED)

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   2.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

LMA 5410 CYBER LOSS LIMITATION EXCLUSION CLAUSE (AMENDED)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
   1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

2. Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils : fire, lightning, explosion, aircraft or vehicle impact, falling objects windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
5. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

CLAUSES / ENDORSEMENTS / WARRANTIES (NOT APPLICABLE UNLESS SPECIFIED IN THE SCHEDULE)

P01A AIRCRAFT DAMAGE (EXCLUDING HELIPADS)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom. Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

P01B AIRCRAFT DAMAGE (INCLUDING HELIPADS)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom. Provided always that all the conditions of the Policy shall apply as if they had been incorporated therein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.

P002 EARTHQUAKE AND VOLCANIC ERUPTION

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.
Provided always that all the Conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Subject otherwise to the terms and conditions of the policy.

P003A STORM, TEMPEST ENDORSEMENT

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto. Provided always that all the Conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Excess Clause

a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured,
or
b) RM200.00

whichever shall be the less, as ascertained after the application of any condition of average.

a) each property, for which purpose all insured properties at the same address will be regarded as one property,
b) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
2. This endorsement does not extend the insurance under this Policy to cover: -
   a) Consequential loss of any kind.
   b) Loss or damage caused by hail whether driven by wind or not.
   c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
   d) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover: -
   a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
   b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the Policy.

P004A FLOOD ENDORSEMENT

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No.5 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either.

(a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or

(b) the first RM2,500.00 of each and every loss

whichever shall be the less, as ascertained after the application of any condition of average.

(i) each property, for which purpose all insured properties at the same address will be regarded as one property,

(ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

SPECIAL CONDITIONS

1. This endorsement does not extend the insurance under this Policy to cover: -
   a) Consequential loss of any kind.
   b) Loss or damage caused by hail whether driven by wind or not.
   c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
   d) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.
3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs other outdoor fixtures of any.

Subject otherwise to the terms and conditions of the Policy.

P05A EXPLOSION (Industrial Without Boiler)

P05B EXPLOSION (Industrial With Boiler)

P05C EXPLOSION (Non- Industrial Without Boiler)

P05D EXPLOSION (Non-Industrial With Boiler)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include: -

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No.8 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism: For the purpose of this Condition, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups(s) of persons, whether acting alone or on behalf of or in connection with organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. In any action, suit or other proceeding where the Company alleges that by reason of this Condition any loss or damage is not covered by this insurance, the burden of proving that such a loss or damage is covered shall be upon the Insured.
3. If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
4. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

P06A IMPACT DAMAGE (Excluding Insured's Own Vehicles)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM50 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

PROVIDED ALWAYS that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose here of any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

P06B IMPACT DAMAGE (Including Insured's Own Vehicles)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals including any road vehicles, forklift, other mechanically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

PROVIDED ALWAYS that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose here of any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

P07A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDING EXCEEDING (5) STOREYS INCLUDING MEZZANINE)

P07B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (Others)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding: -

a) loss or damage caused whilst the premises are untenanted.
b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
c) the first RM 1,000.00* of each and every loss at each separate premises, as ascertained after the application of average or the Company's rateable proportion of that amount.
   * where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as foresaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1. The liability of the Company shall in no case under this endorsement exceed the sum insured by each item of the policy.
2. This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.
3. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body

Subject otherwise to the terms and conditions of the policy.

P08A ELECTRICAL INSTALLATIONS CLAUSEA

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the policy.

P08B ELECTRICAL INSTALLATIONS CLAUSEA

Loss or damage by fire to the electrical appliances and installation insured by the Item(s) specified in the Schedule of this Policy arising from or occasioned by over-running, excessive pressure, short- circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the policy.

P009 BUSH/LALANG FIRE

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 8(i) of the Policy, the insurance is extended to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the lnsured's ground free from lalang and undergrowth).

P10A SUBSIDENCE AND LANDSLIP (Standard Cover)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding: -

a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
c) loss or damage occasioned by happening through, or in consequence of
    - coastal or river erosion.
    - demolition, structural alteration or structural repair.
    - defective design or inadequate construction of foundations.
d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

P10B SUBSIDENCE AND LANDSLIP (Extended Cover)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding: -

a) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time.
b) loss or damage occasioned by happening through. or in consequence of
    - coastal or river erosion.
    - demolition, structural alteration or structural repair.

- defective design or inadequate construction of foundations.

c) in respect of each and every loss, 5% of the total sum insured or RM25.000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (c) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

P11A SPONTANEOUS COMBUSTION (Standard Cover)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under Item(s) as specified in the Schedule of this Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured by fire only caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the policy.
2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Policy.

Subject otherwise to the terms and conditions of the policy.

P11B SPONTANEOUS COMBUSTION (Extended Cover)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under Item(s) of the Schedule of this Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the policy.
2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Policy.

Subject otherwise to the terms and conditions of the policy.

P12A RIOT STRIKE AND MALICIOUS DAMAGE (Residential Properties)
P12B RIOT STRIKE AND MALICIOUS DAMAFE ENDORSEMENT (Other than residential Properties)

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Condition hereinafter contained: -

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequence of any such act.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean: - Loss or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by

fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following : -

Conditions 4

This insurance does not cover: -

a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

Condition 5

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

a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
b) Mutiny, civil commotion assuming the proportions of or amounting to a popular risi ng, military rising, insurrection, rebellion, revolution, military or usurped power.
c) Any act of terrorism
   For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Condition 7

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

a) Goods held in trust or on commission.
b) Bullion or unset precious stones.
c) Any curiosity or work of art for an amount exceeding RM500.00.
d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books or accounts or other business books, or computer systems records.
f) Explosives

Condition 10

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 19

If the property hereby insured shall at breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the differences and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that; -

1. All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

P013 DAMAGE BY FALLING TREES OR BRANCEHS AND OBJECTS THREFROM ENDORSEMENT

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

P14A COLD STORAGE/INCUBATOR CLAUSE A

This Policy does not cover loss or damage to the property hereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or any other peril hereby insured.

P14B COLD STORAGE/INCUBATOR CLAUSE B

Notwithstanding anything herein stated to the contrary this policy covers loss or damage caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or any other peril hereby insured.

C25A SPRINKLER LEAKAGE ENDORSEMENT (BUILDINGS)

C25B SPRINKLER LEAKAGE ENDORSEMENT (CONTENTS)

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 of 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 and that without in any way limiting the generality 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 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 alterations 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 of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

SPECIAL CONDITIONS

1) The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
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 Sprinkler Installations 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.

C25C SPRINKLER LEAKAGE ENDORSEMENT (BUILDINGS) EXTENDED COVER

C25D SPRINKLER LEAKAGE ENDORSEMENT (CONTENTS) EXTENDED COVER

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 of 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 and that without in any way limiting the generality 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 does not cover loss or damage occasioned by or through or inconsequence of: -

a) explosion, the blowing up of buildings or blasting
b) the order of any authority
c) heat caused by fire
d) repairs or alterations 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 of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

SPECIAL CONDITIONS

1) The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
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 Sprinkler Installations 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.

C01A TEMPORARY REMOVAL CLAUSE (Contents of Private Dwellings)

The property insured under the item(s) specified in the Schedule of this Policy is covered whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Brunei Darussalam for an amount not exceeding 15% of the sum insured under (each item of) this policy.

The amount recoverable under this extension in respect of (each item of) the policy shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed.

This extension does not apply to property in so far as it is otherwise insured nor to property removed for sale or exhibition or to a furniture depository.

C01B TEMPORARY REMOVAL CLAUSE (Other Property Excluding Stock in-Trade and Merchandise)

The property insured under item(s) specified in the Schedule of this Policy is covered (limited to 10% of the sum insured) whilst temporary 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 the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

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

i) Motor Vehicles and Motor Chassis.
ii) Property (other than machinery and plant) held by the Insured in trust

---

C02A REMOVAL OF DEBRIS (with separate sum insured)

The insurance by this item is in respect of 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 by this policy destroyed or damaged by fire or by any other peril hereby insured against. [Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses:

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

ii) arising from pollution or contamination of property not insured by this policy.

C02B REMOVAL OF DEBRIS (without separate sum insured)

The insurance on Item(s) as specified in the Schedule of the policy 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 by Item(s) specified in the Schedule of this policy destroyed or damaged by fire or by any other peril hereby insured against. (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) in aggregate any one loss, whichever is lower.

The Company will not pay any costs or expenses:

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

ii) arising from pollution or contamination of property not insured by this policy.

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

C03A ARCHITECT'S SURVEYOR'S ENGINEER'S AND CONSULTANT'S FEES (with separate sum insured)

The insurance by this item(s) is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its 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 authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the sum insured on this item(s).

C03B ARCHITECT'S SURVEYOR'S ENGINEER'S AND CONSULTANT'S FEES (without separate sum insured)

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

C004 OTHER CONTENTS CLAUSE

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

a) Money and stamps not otherwise specifically insured for amount not exceeding RM 1,000/-

b) Documents, manuscript 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 to the Insured of the information contained therein and for an amount not exceeding RM 1,000/- 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 for an amount not exceeding RM 1,000/-

d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM 1,000/- 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 RMl,000/- in respect of any one Employee.

C005 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)

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) specified in the Schedule of) this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item, or RM 1,000,000 per location whichever is the less.

The Insured undertakes to advise the Company every three months of such alterations, additions and improvement and to pay the appropriate additional premium thereon.

This Clause is inoperative if the declaration of such alteration, additions and improvements is not received by Insurers within 90-days from 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 that there is more than one location, then the limit may be increased to RM2,000,000 this amount being the aggregate limit for all the locations.

C06A MORTGAGEE (CHARGEE) CLAUSE 1

Loss, if any, payable to the Mortgagee (Chargee) as described in the Policy Schedule as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) 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 purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability 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 of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other· party or parties insured hereunder or from any securities or funds available.

Non- Cancellation Clause

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

C06B MORTGAGEE (CHARGEE) CLAUSE 2

It is hereby agreed that this Insurance [as to the interest of the Mortgagee (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, give 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 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).

C007 CONTRACT PRICE CLAUSE

Notwithstanding anything to the contrary contained in Condition 17 of the 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 the sale, the sale contract is cancelled by reason of the 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 be applicable the same basis shall be used.

C08A FOUNDATION EXCLUSION (UNDER)

The Insurance on Building(s) excludes that part of any building below the under surface of the lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

C08B FOUNDATION EXCLUSION (UPPER)

The Insurance in Building(s) excludes that part of any building below the upper surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

C09A RENT CLAUSE (Applicable to owner non-occupier of the premises)

This insurance on Rent applies only if (any of) the said buildings(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement or repairs bears to the total number of months of Rent insured.

C09B RENT CLAUSE (Applicable to owner occupier of the premises)

The insurance on Rent applied only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall be the reasonable additional expenses necessarily incurred by the Insured in renting an alternative premise elsewhere. Provided that the total amount payable shall not exceed such proportion of the expenses insured as the period necessary for reinstatement or repairs bears to the total number of months expenses insured.

C09C RENT CLAUSE (Applicable to tenant-occupier of the premises)

The insurance on Rent applied only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against but only in respect of the period necessary for reinstatement or repair and the amount payable shall not exceed:

(I) the amount of rent that the insured is legally liable for; and/or

(II) the reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere.

Provided the total amount recoverable under this extension shall not exceed the Sum Insured stated.

C010 COMPUTER SYSTEMS RECORDS

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

C011 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.

C13A ESCALATION CLAUSE (5%)
C13B ESCALATION CLAUSE (10%)
C13C ESCALATION CLAUSE (15%)
C13D ESCALATION CLAUSE (20%)
C13E ESCALATION CLAUSE (25%)

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 day by an amount representing 1/365th of the specified percentage increase per annum.

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 Insurers: -

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 (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be 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 renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

C016 REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the contrary in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under the items as specified in the Policy Schedule of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The works 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 despatch and in any case must be completed within 12 months after the destruction or damage, or within such 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 memorandum had not been incorporated therein shall bemade.

2. Until expenditure had 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 the Policy if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceed the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Every item of this Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if: -

a) The Insured fails to intimate 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 the 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 of reinstatement set forth therein.

C018 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the insurance by the Item(s) as specified in the Schedule of this Policy extends to include such additional cost 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) 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 the Policy,

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 of reinstatement must be commenced and carried out with reasonable despatch 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) in writing allow 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) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the 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 the Policy shall not exceed the sum insured thereby.

5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

C020 TEMPORARY STORAGE CLAUSE

The property (excluding buildings) insured under this Policy 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) the liability of the Company is limited to 10% of the total sum insured or RM500,000 whichever is the lower for property covered under this clause.

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 vehicle and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

C022 SMOKE DAMAGE ENDORSEMENT

Notwithstanding anything contained in this policy to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, the insurance under this policy shall extend to include:

Destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus.

In respect of loss or damage caused by the peril hereby insured against, the Company shall not be liable for the first RM50,000 of each and every loss as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

C027 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 on such property shall follow removal, the necessary adjustment in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

C028 OUTBUILDING CLAUSE

The insurance by each item under Buildings is understood to include walls gates and fences small outbuildings extensions annexes exterior staircase fuel installations steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each outbuilding.

C029 APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000 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 the items affected.

C030 VEHICLE LOAD CLAUSE

In the event of any 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.

C031 ALTERATIONS AND REPAIRS CLAUSE

Notwithstanding Condition 9(a), 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.

C034 OTHER INSURANCE CLAUSE

It is understood and agreed that the Insured shall be deemed to have complied with Condition No.3 of this Policy provided that he has declared to the Company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

BCB01 BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1K (60 DAYS) - LIMIT: RM60,000 (Non-Tariff)
BCB02 BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1K (120 DAYS) - LIMIT: RM120,000 (Non-Tariff)
BCB03 BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1K (180 DAYS) - LIMIT: RM180,000 (Non-Tariff)
BCB04 BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1.5K (120 DAYS) - LIMIT: RM180,000 (Non-Tariff)
BCB05 BUSINESS CONTINUITY BENEFIT (BCB) – PLAN 1.5K (180 DAYS) - LIMIT: RM270,000 (Non-Tariff)

In consideration of the payment of the additional premium, it is hereby declared and agreed that the Policy is extended to cover Business Continuity Benefit, subject otherwise to the terms, exceptions, and conditions contained in the Policy or endorsed hereon.

3. Insuring Clause

If the Insured is unable to use the Property Insured as described in the Policy Schedule, entirely, directly caused by:

c) Material Damage to the Property Insured arising from any Peril insured under this Policy; or
d) Denial of Access to the Property Insured due to physical loss or damage to property within a radius of 1.5 kilometres from the Property Insured caused by an **insured peril under this Policy**.

the Company will pay the Insured the **Daily Benefit Amount** based on selected plan.

4. Basis of Benefits

The benefit payable under this extension shall be a **fixed daily benefit** for each day the Insured is unable to use the Property Insured, subject to the **Maximum Number of Days Covered** selected.

3. Period of Benefits

- **Material Damage:** Only in respect of the period necessary for reinstatement or repair to the property Insured
- **Denial of Access:** From the date access is denied until such access is restored.

4. Limit of Liability

The Company's liability under this extension shall not exceed the **Annual Aggregate Limit**:

Annual Aggregate Limit = Maximum Number of Days Covered × Selected Daily Benefit Amount

The maximum liability in any one Period of Insurance shall not exceed the Annual Aggregate Limit.

7. Exclusions

This extension does not cover loss arising directly or indirectly from:
a) Any peril excluded under the Policy
b) Any peril not insured under the Policy Schedule
c) Losses not resulting in actual prevention or inability to use the insured premises

8. All Other Terms

All other terms, exceptions, and conditions of the Policy remain unchanged.

W001 RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

W01A RESTRICTION OF MERCHANDISE WARRANT (Club/School/Office)

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.

W01B RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)

Warranted that during the currency of this Policy not more than 10% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W01C RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)

Warranted that during the currency of this Policy not more than 20% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W01D RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)

Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W03A STORAGE OF HAZARDOUS GOODS WARRANTY A

Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to limit of quantities stated below, namely: -

i)	All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93°C (200°F)	3600 litres (800 gallons)
ii)	All liquids including petrol giving off flammable vapour with flashpoint below 38°C (100°F)	900 litres (200 gallons)
iii)	Matches, carbides, liquitied petroleum gas (LPG) spontaneously combustion materials such as silane sulphur, etc. and active materials such as magnesium, sodium, etc.	30 kg or 4 cases or cartons whichever is higher

W03B STORAGE OF HAZARDOUS GOODS WARRANTY B

Warranted that during the currency of this Policy, the storage or goods and the quantity of the goods stored in or upon the within mentioned premises are in compliance with the Regulations and Laws of Malaysia.

W012 VACANT RISK WARRANTY

Warranted that at no time during the currency of this Policy shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.

W24A SPRAY PAINTING WARRANTY A

Warranted that during the currency of this Policy in the part of the premises used for spray painting:

a) No cleaning off, mixing, spray painting, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluent, or thinner be deposited therein. Compartment should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.

b) All paints, lacquer, petrol, solvent, diluents, and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door or hardwood or of incombustible material.
c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
d) No artificial lighting, otherwise than by explosion-proof or flame- proof electric lights be used.
e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

W24B SPRAY PAINTING WARRANTY B

In consideration of the payment of an additional premium, it is hereby agreed that spray painting is allowed to be carried on in the premises described herein.

W027 SILENT RISK WARRANTY

Warranted that during the currency of this policy the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on.
It is further warranted that the insured premises not be used for the storage or deposit of goods

Notice:

For all intents and purpose where there is 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.

NOTICE TO POLICYHOLDERS

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 1, Tower Three, RHB Centre, Jalan Tun Razak,
50400 Kuala Lumpur
Tel: 1300 22 0007/ Fax: 03-9281 2729
E-mail: insurance_complaint@rhbgroup.com WhatsApp: 012-603 1978

We will seek to respond to **Your** complaint within [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:
(a) **Your** name, address and contact no.
(b) Covernote no./ Policy no./ Claim no.

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

THE COMPLAINTS MANAGEMENT UNIT
Financial Markets Ombudsman Service (FMOS)
(Formerly known as Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-2272 2811
Website: www.fmos.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 **Our** conduct by writing to CSB giving details of **Your** complaint and particulars of **Your** policy to:

BNMLINK
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur
Tel: 1300-88-5465
Feedback to: bnm.gov.my/BNMLINK

HEAD OFFICE	CUSTOMER RELATIONSHIP CENTRE
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: insurance.rhbgroup.com	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03-9281 2729 WhatsApp: 012-6031978 Email : rhbi.general@rhbgroup.com