

## APARTMENT AND CONDOMINIUM INSURANCE POLICY

**RHB Insurance Berhad** (now called the Company) and the Insured agree that this Policy, the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered as one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Proposal declaration or any information supplied by the Insured shall be incorporated in this contract.

The Company shall provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

It is hereby declared and understood that the Company's total limit of liability for any one accident where the claim may involve all sections of insurance covers shall not exceed the sums insured as specified in the respective Schedules.

Provided that this Policy shall not be in force unless the Schedule attaching to this Policy has been signed by an authorised officer of the Company

### SECTION 1 – MONEY INSURANCE

#### **THE COMPANY WILL PAY:**

Up to the Limit of Liability specified in the Schedule for loss of Money by any cause whatsoever occurring:

- a) while in transit during Business Hours between Insured Premises and banks and vice versa
- b) while in Insured Business Premises but Money must be kept secured in locked drawers, locked cabinets, safes, steel cabinets or strong-rooms after Business Hours.
- c) damage to locked drawers, locked cabinets, safes, steel cabinets or strong-rooms caused by theft or any attempt thereof of Money.

#### **THE COMPANY WILL NOT PAY FOR:**

1. shortage due to error or omission or resulting from clerical or accounting errors and loss due to errors in receiving or paying out and/or loss due to mysterious disappearance.
2. loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured.
3. loss occurring outside the Territorial Limits.
4. any loss covered by or which but for the existence of this Policy would be covered by any Policy of Fidelity Guarantee and this Policy shall not contribute to such loss except in excess of any amount recoverable there under
5. any loss occurring when the Premises are closed unless the Money is in a locked drawers, locked cabinets, safes, steel cabinets or strong-rooms.
6. any loss from an unattended vehicle or loss of money in transit by post or courier
7. any loss or damage directly or indirectly proximately or remotely occasioned by or contributed to by or arising out of or in connection with flood, typhoon, hurricane, tornado, cyclone, volcanic eruption, earthquake or natural hazard of any kind.

#### **TERRITORIAL LIMIT**

The Territorial Limit is restricted to the Situation of Risk and/or Interest Insured as stated in the Schedule of the Policy but within Malaysia only.

#### **DEFINITIONS**

- Money** : Cash Bank and Currency Notes (excluding Foreign Currency), Cheques, Money Orders, Postal Orders, Current unused Postage and Revenue Stamps all belonging to the Insured or for which the Insured has accepted liability.
- Premises** : The building which the Insured is occupying for business purposes as specified in the Schedule under the heading "Situation of Risk"
- Business Hours** : The period during which the Insured's Premises are actually occupied for business purposes and during which the Insured or his employees entrusted with Money.

### CONDITIONS

1. **REASONABLE CAUSE**  
The Insured shall take all reasonable precautions for preventing and minimizing any loss
2. **CHANGE IN RISK**  
If any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven (7) days give notice to the Company and shall pay such additional premium as the Company may require.
3. **CONTRIBUTION**  
If any time of the happening of any loss covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the property insured whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss.
4. **INTERESTED PARTIES**  
Nothing contained herein shall give any rights against the Company to any person other than the Insured and the Company will not be bound by any passing in the interest of the Insured otherwise than by death unless and until the Company shall by endorsement hereon declare the insurance to be continued.

### **WARRANTIES**

Section 1 of this Policy is subject to the following warranties:

#### **Y047 WARRANTY A**

A complete daily record of the amount of Money in any Safe or Strong room or other depository shall be kept secured in some place other than the said Safe or Strong-room or other depository.

#### **Y048 WARRANTY B**

The Keys or any duplicate thereof to the Safe or Strong-room or other depository shall at all times be kept in the personal custody of the Insured or a responsible officer or employee of the Insured who on leaving the insured premises shall remove the keys there from.

### SECTION 2 – BURGLARY INSURANCE

#### **THE COMPANY WILL PAY:**

- A. The Property insured or any part thereof described and included in the Schedule hereto whilst contained in the Premises described in the said Schedule shall be lost
  1. By THEFT consequent upon actual forcible and violent breaking into or out of the said premises or committed by any person or persons (other than employees) feloniously concealed thereon or
  2. As a result of armed robbery or robbery with violence
- B. for damage to the Property Insured or to the PREMISES as a consequence of theft or any attempt theft.

**The Company** will also pay or make good based on :-

- a) Market Value at the time of loss (not including profit of any kind) and/or
- b) Net cost of repairing such damage

#### **Subject to:**

- a) not exceeding the specified Sum Insured amount stated in the Schedule
- b) in respect of damage to the Premises not exceeding five (5) percent of the Total Sum Insured any one Period of Insurance.

#### **THE COMPANY WILL NOT PAY:**

1. loss or damage due to such theft as aforesaid or to any attempt thereof by or in collusion with any of the Insured's family, business staff or domestic servant, or any person lawfully on the premises
2. loss, destruction or damage occasioned by happening through or contributed to by fire or explosion
3. depreciation, consequential loss, loss of market
4. loss discovered during stock checks or mysterious disappearance
5. loss or damage arising whilst the Premises are unoccupied for a period exceeding thirty (30) consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid
6. damage to glass or any painting, decoration or lettering or ornamentation or alarm tapes thereon
7. loss or damage to money, securities, securities for money, coins, medals, stamps, stamps collection, documents of any kind,

business books, rare books curious, manuscripts, plans pattern, models, moulds, designs, deeds, bond, bills of exchange, promissory notes, jewelry, watches, furs, precious metals, precious stones or articles comprising of any of them, computer system records, tobacco, cigars or cigarettes, liquor, wine, beer, Chinese herbs or tea leaves, medicine, livestock, and accessories of any kind unless specifically mentioned as insured hereunder.

#### DEFINITION

1. The expression "Premises" described in the Schedule of this Policy shall not include any yard, garden, outbuilding or other appurtenance.
2. The term "THEFT" used in this Policy shall not include the risk of robbery

#### CONDITIONS

##### 1. OPTION OF SETTLEMENT

The Company may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other insurers in so doing in cases where the property is also insured elsewhere.

##### 2. RIGHTS OF OWNERSHIP AFTER PAYMENT

Upon payment of any claim for loss under this Policy the property in respect of which payment is made shall belong to the Company.

##### 3. DIMINUTION IN SUMS INSURED

Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sum Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sum Insured.

#### ENDORSEMENT

Section 2 of this Policy is subject to the following endorsement:

##### Y029 FIRST LOSS CLAUSE (WITHOUT AVERAGE)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Policy is issued on a first loss basis on the property as described in the Schedule of this Policy.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum value of the property insured by this Policy at any time during the preceding twelve (12) months.

All other terms and conditions remain unchanged.

##### Y152 FULL THEFT CLAUSE

It is hereby limit 20% of Sum Insured declared and agreed that this Policy extends to cover Full Theft i.e. if the Property Insured should be stolen by any person or persons (other than the Insured's employees) not consequent upon actual forcible and violent breaking into or out of the said premises.

Notwithstanding the foregoing it is further declared that :

- a) The loss must occur from a specific occurrence reported to the Company within 14 days after the event.
- b) Loss discovered at periodical checking is not covered by this extension.

#### SECTION 3 – PLATE GLASS INSURANCE

##### THE COMPANY WILL PAY:

The Insured against any accidental breakage of the Plate Glass situated at the Insured's premises as described in the Schedule. The Company shall;

1. replace such broken plate glass with glass of similar manufacture or quality or at the option of the Company pay to the Insured an amount equivalent to the cost of such replacement or the sum insured should such be stated in the Schedule
2. pay the cost necessarily incurred in boarding up the aperture caused by such breakage for which the Company is liable hereunder

**PROVIDED** that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass

##### THE COMPANY WILL NOT PAY FOR:

- a) breakage or damage of glass due to dilapidation of frames or framework
- b) breakage of or damage to frames or framework of any description
- c) the cost of removal or replacement of any fittings or fixtures or other obstructions
- d) breakage of glass in conservatories greenhouse or outbuildings
- e) breakage arising during removal or alterations to premises
- f) cracked or imperfect Plate glass unless specially declared as such and specially included in the Schedule
- g) damage to or breakage of writing, painting, ornamentation or alarm tapes unaccompanied by the breakage of glass even when such items are specifically included in the Schedule
- h) glass which have already been broken or damage at the commencement of this insurance
- i) breakage or damage happening while the Premises are occupied for any purpose other than the Business or while the premises are untenanted
- j) any consequential loss
- k) any consequence of fire, explosion, lightning subterranean fire, earthquake, storm, tempest, hurricane, cyclone, tornado, windstorm, flood, volcanic eruption or natural hazard of any kind

#### CONDITIONS

##### 1. OTHER INSURANCE

If at the time of loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether affected 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 ratable proportion of such loss or damage.

##### 2. SALVAGE

In the event of breakage for which the Company is liable the broken glass shall become the absolute property of the Company as salvage and the Insured shall take all precautions to prevent further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.

##### 3. FRAUD

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

#### SECTION 4 – FIDELITY GUARANTEE INSURANCE

##### THE COMPANY SHALL REIMBURSE:

The Insured all such direct pecuniary loss not exceeding the Amount of Guarantee as the Insured shall sustain by any acts of fraud or dishonesty committed by any of the Employee or in respect of each of the Employee as specified in the Schedule committed;

1. during the Period of Indemnity stated in the Schedule and
2. during the uninterrupted continuance of employment of such Employee(s) and
3. in connection with his occupation and duties and
4. discovered during the Period of Indemnity or within six (6) months after the termination of such employment whichever shall happen first

##### PROVIDED ALWAYS THAT

1. unless the Company shall consent in writing to any alteration the Company shall not be liable to make any payment hereunder if the nature of the business of the Insured or the duties or conditions of service of any such employee shall be changed or the

remuneration of such employee be reduced or if the precautions and checks for securing accuracy of accounts and stocks stated in the aforesaid proposal and correspondence relative thereto shall not be duly observed.

2. Immediately following the discovery of any act of fraud or dishonesty on the part of any such employee the Indemnity hereby granted shall be at the end as any further act of fraud or dishonesty on the part of such employee is concerned.
3. any sum or sums paid or payable to the Insured in any one period of Insurance shall reduce the Amount of Guarantee so that the amounts in respect of any such sums shall not exceed the Amount of Guarantee stated in the Schedule.
4. the amount of guarantee stated under this Policy shall be the maximum liability of the Company in respect of such defalcation or series of defalcations or misappropriations of fraud which are interconnected irrespective of the number of staff involved.
5. the liability of the Company under this Policy in respect of any of the Employee(s) shall not exceed the Amount Guarantee as stated in the Schedule.

**THE COMPANY WILL NOT PAY FOR:**

1. unidentified employees;
2. any losses caused by an employee who is known to have committed dishonest and fraudulent acts; either before or after policy inception date;
3. any indirect or consequential loss such as loss of interest, business interruptions, fines, penalties, punitive damages, loss of potential income or profits not realized, dividends, fees and commissions;
4. any third party losses;
5. extortion;
6. any loss resulting wholly or partially from dishonest acts committed by directors or owners unless covered as an employee;
7. any losses:
  - a) sustained prior to the inception of the policy,
  - b) discovered prior to the inception date of the policy,
  - c) discovered subsequent to the termination of the policy period (including discovery period)
8. stocktaking or inventory losses:

**CONDITIONS**

**1. CONVICTIONS OF EMPLOYEE(S)**

In the event of any act of fraud or dishonesty as foresaid it shall be a condition precedent to any liability of the Company for payment of any claim under this Policy that

- a) the Employee(s), if he (they) can be traced, be prosecuted and convicted or
- b) if such Employee(s) cannot be traced or identified, the Insured shall provide sufficient evidence to prove to the satisfaction of the Company that the Employee(s) or an Employee(s) in the specified in the schedule of the Policy was guilty of the alleged act of fraud or dishonesty.

**2. AGGREGATE LIMIT**

If this Policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee(s) the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Insurance and for any number of acts of fraud or dishonesty committed by the Employee(s) shall not exceed the Amount of Guarantee set in the Schedule or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.

**3. RIGHTS OF THE COMPANY**

All books of accounts of the Insured or any Accountant's report thereon shall be opened to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement from any one of the Employee(s) or his/their estates of any moneys which the Company shall have paid or become liable to pay under this Policy.

**4. RETENTION OF MONEY**

Any moneys which but for the fraud or dishonesty of any of the Employee(s) would have been due to him(them) from the Insured and any moneys or other assets of such Employee(s) that may be in or come into the hands or under the control of the Insured shall be

deducted from the amount otherwise payable under this Policy in priority to any other claim of the Insured to such moneys or assets. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

**5. DIMINUTION OF AMOUNT GUARANTEED**

Upon the happening of any circumstances covered by this Policy, the Aggregate Limit of Guarantee for the period immediately stand reduced by the amount paid or payable by the Company in respect of the act or acts of fraud or dishonesty involved.

**SECTION 5 – MACHINERY BREAKDOWN**

**THE COMPANY WILL PAY:**

the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurer's option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

**THE COMPANY WILL NOT PAY:**

1. loss of or damage to exchangeable tools, e.g. dies, molds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tires, operating media, e.g. lubricants, fuels, catalysts.
2. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers) extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts threat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
3. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.
4. loss or damage caused by any faults or defects existing at the time of commencement of this policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
5. loss or damage arising out of the willful act or gross negligence of the Insured or his representatives.
6. 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;
7. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
8. consequential loss or liability of any kind of description, any payments over and above the indemnity for material damage as provided herein.
9. loss or damage directly or indirectly
  - (a) caused by seepage and/or pollution contamination of any kind
  - (b) the cost of removing nullifying or cleaning up seeping, polluting or contaminating substance
  - (c) fines penalties punitive or exemplary damages

**PROVISIONS**

**Memo 1- Sum Insured**

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind and capacity, which means its cost of replacement including, e.g. freight, dues and customs duties, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

**Memo 2 – Basis of Indemnity**

- a) In cases where damage to an insured item can be repaired – the Insurers shall pay expenses necessarily incurred to restore the

damaged machine to its former state serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured.

If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken to account

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in 'b.' below.

- b) in cases where and insured item is destroyed – the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and custom duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this policy only if especially agreed in writing

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

#### CONDITIONS

##### 1. DUTY OF CARE

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations

##### 2. INSURER'S RIGHTS OF ENTRY

Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment in writing by the Insurers

##### 3. WITHHOLD INDEMNIFICATION

The Insurers shall be entitled to withhold indemnification

- if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof;
- if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

##### 4. FRAUD

If the proposal or declaration of the Insured is untrue in any material respect, or in any claim made is fraudulent or substantially exaggerated, or in any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.

##### 5. TIME LIMIT

in the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three month after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 14 General Condition Section in this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.

##### 6. INTEREST

The Insurers shall not be liable to pay interest other than interest for default.

#### SECTION 6 – ALL RISKS INSURANCE

##### THE COMPANY WILL PAY:

The Insured against loss or damage shall be lost or destroyed by fire, theft or any other accident or misfortune while the said Property shall by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage or any part thereof whilst in the premises as stated in the Situation of Risk described in the Schedule.

**PROVIDED THAT** the liability of the Company under this Policy during one Period of Insurance shall not exceed:-

- in respect of any item of the property insured the sum set opposite there to
- in respect of loss or damage to any article forming part of a pair or set value of the particular part of parts which may have been lost or damages without reference to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum Insured in respect of the pair or set
- in respect of all loss or damage the Total Sum Insured

##### THE COMPANY WILL NOT PAY:

- loss, damage or destruction arising from wear and tear, depreciation, gradual deterioration, rust, mildew, moths, insects, vermin, any process of cleaning, dyeing, ironing, restoring, renovating, or repairing
- loss, damage or destruction arising from the application of electrical energy, or mechanical defects in, or the mechanical derangement or mechanical breakdown of any article or malfunction of electronic equipment.
- loss, damage or destruction caused
  - by electrical breakdown
  - to any electrical appliance or fitting by its own over-running, excessive pressure, short circuiting or self-heating.
- any loss damage or destruction to cameras, projectors binoculars or other photographic apparatus (unless specifically insured and described in the Schedule of the Policy).
- damage to travelling trunks, suitcase, bags and other receptacles other than total loss (unless specifically insured and described in the Schedule of the Policy)
- the scratching, shipping, cracking or denting of any article or cracking and/or breakage of glass, china, crockery, glass or articles of brittle nature, any kind of precious stones (other than jewelry), earthenware, marble, and recording tapes, damage to watches or clocks caused by over-winding or denting or internal damage of watches or clocks (other than caused by burglars and/or fire)
- aesthetic defects such as scratches on painted, polished or enameled surface.
- breakage, scratching, denting or warping of typewriters, gramophones, gramophone records or disc of any kind, musical instruments, radios, sewing machines, washing machines or refrigerators (other than caused by thieves or fire)
- loss or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value, patterns, models, moulds.
- any loss or damage directly or indirectly proximately or remotely occasioned by or contributed to by or arising out of or in connection with bush/lalang fire, flood, subsidence and landslip, damage by falling trees, typhoon, hurricane, tornado, cyclone, storm and tempest, earthquake and volcanic eruption or natural hazards of any kind.
- loss of or damage to :-
  - contact lenses.
  - furs, watches, fountain pens, cigarette lighters or cases sunglasses, sports gear including camp kit, guns, sticks field, glasses, umbrellas, cameras and accessories jewelry, personal ornaments, gold and silver, articles excepting only those items listed in the Schedule hereto.
  - property whilst in transit as unaccompanied baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
- theft of property left in unattended vehicles.

#### CONDITIONS

##### 1. DIMINUTION IN SUM INSURED

Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced sum insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sum Insured.

**2. OTHER INSURANCE**

If at the time of loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the property insured or any part thereof, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. Each item of this Policy shall be separately subject to this condition.

**3. FRAUD**

If any statement or declaration made in support of any claim under this Policy or if the information given to the Company in respect thereof there shall be by or on behalf of the Insured any suppression or concealment or any untrue or fraudulent statement or intentional exaggeration as regards the property or articles lost or damaged or the value or amount thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the Insured or any relative residing with the Insured or anyone acting on behalf of the Insured no claim shall be payable under this Policy.

**SECTION 7 – PUBLIC LIABILITY**

**THE COMPANY WILL PAY:**

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

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

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

**JURISDICTION CLAUSE**

The Indemnity provided by this Policy shall not apply to:

- (i) compensation for damages in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia nor to orders obtained in the said Court for the enforcement of judgments made outside Malaysia whether by way of reciprocal agreement or otherwise.
- (ii) costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

**THE COMPANY WILL NOT PAY:**

1. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. liability in respect of:
  - a) injury to or illness of any person under a contract of service or apprenticeship with the Insured where the injury or illness arises out of and in the course of such person's employment with the Insured
  - b) any sums payable by the Insured under legislation relating to occupational injury or illness.
3. liability in respect of loss of or damage to property:
  - a) belonging to the Insured
  - b) in the charge or under the control of the Insured or of any servant or agent of the Insured
  - c) being that part of any property on which the Insured or any servant or any agent of the Insured is or has been working if that loss or damage results directly from such work.
  - d) caused by or through or in connection with the bursting of any economizer used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Insured or any servant or agent of the Insured.
4. liability in respect of
  - a) loss of or damage to any property or land or building caused by vibration or by the weakening of support
  - b) injury to or illness of any person or damage to property occasioned by or resulting from any such loss or damage aforesaid
5. liability in respect of injury illness loss or damage caused by or in connection with or arising from
  - a) the ownership, possession, control, maintenance or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
  - b) earthquake, flood, fumes.
  - c) fire and explosion
  - d) any vessel or craft or aircraft not specified in the Schedule owned possessed maintained or used by or on behalf of the Insured or the loading or unloading
  - e) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - f) work which is being undertaken or has been undertaken by the Insured to any watercraft or thing made or intended to float on or travel through water air or space
  - g) any commodity article or thing or any container thereof sold or supplied or repaired or renovated or let on hire or handled by the Insured and no longer in the Insured's possession or control repaired altered or treated by or to the order of the Insured.
  - h) breach of professional duty by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed
  - i) any design or specification
  - j) the ownership, operation, maintenance or use of railways, tramways and cable-cars
  - k) being railway rolling stock
  - l) work/trades involving in tunneling, underground and underwater works
  - m) the ownership or tenure by the Insured of any land or building not specified in the Schedule.
6. liability of whatsoever nature in respect of
  - i) injury to or illness of any person or loss of or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination of any kind.
  - ii) the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances.
  - iii) fines penalties punitive or exemplary damages
 For the purpose of this exception "polluting or contaminating substances" mean any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour

soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned

7. liability in respect of death, bodily injury to or illness of any person directly or indirectly arising out of or consequent upon or contributed to or by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

**In these Exceptions:**

1. The expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
2. The expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air

**CONDITIONS**

**1. LEGAL PROCEEDINGS**

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

**2. DUTY OF INSURED**

The Insured shall exercise reasonable care that only steady sober and competent employees are employed and that all buildings ways works machinery furniture and fittings are substantial and sound in proper order and fit for the purposes for which they are used and that all statutory requirement and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defects brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall have had an opportunity of inspecting The Company shall at all reasonable at all-time have access to inspect any property. In the event of any defect or danger being apparent to the Company's authorized officials and agents, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

**ENDORSEMENT**

Section 7 of this Policy is subject to the following endorsement:

**L001A FIRE AND EXPLOSION EXTENSION ENDORSEMENT**

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

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

**LD50 FORKLIFT/HOIST & CRANE ENDORSEMENT**

It is hereby declared and agreed that this Policy extends to cover legal liability arising out of Plant & Equipment including forklift/hoist & crane or power hoisting machine, owned &/or under the control of the Insured.

For the purpose of this extension the Company shall indemnify the Insured in the terms of this Policy in respects of liability arising from the operation as a tool of any mechanically propelled vehicle licensed for road use of any plant forming part of or attached to such vehicle but the Company shall not be liable

- (i) if the Insured is entitled to indemnity under any other Policy
- (ii) in respect of any liability in relation to which the Road Traffic Act require that there shall be in force a Certificate of Insurance

**L017 DEFECTIVE SANITARY ARRANGEMENT ENDORSEMENT**

It is hereby agreed that this Policy cover is extended to include legal liability in respect of injury, illness loss or damage caused by or in connection with or arising from defective sanitary arrangement – due to a sudden, unintended and unexpected happening.

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

**SECTION 8-PERSONAL ACCIDENT INSURANCE**

**THE COMPANY WILL PAY:**

The Insured Benefit specified in the Schedule in the event of the Insured Person sustain any accidental bodily injury which directly and independently of any other causes resulting in Death or Permanent Disablement due to an accident caused by violent external and visible means, the Company will pay the Insured Benefits to the extent specified in the schedule of Insured Person.

| Company Liability                               |                        |
|---|------------------------|
| Maximum Life covered                            | Maximum Limit per Life |
| 12 Employees<br>(Committee Members & Employees) | RM250,000.00           |

**THE COMPANY WILL NOT PAY FOR:**

1. Death or Disablement or any other loss caused directly or indirectly by:
  - a) insanity suicide (whether sane or insane) or any attempt thereat;
  - b) intentional self-inflicted injury;
  - c) pre-existing physical or mental defect, disease or infirmity;
  - d) bacterial or viral infections, any disease or sickness medical or surgical treatment (except such as may be necessitated solely by injuries covered by this policy and performed within the time provided in the policy);
  - e) childbirth miscarriage pregnancy or any complication thereof;
  - f) fits, any bodily injury which shall result in hernia, illness of any kind, venereal disease or any other disease;
  - g) intoxication as a result of liquor or drugs not prescribed by Registered Medical Practitioner of Western Medicine who is legally authorized to render medical and surgical services;
  - h) acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) however this Syndrome has been acquired or may be named.
2. Death or Disablement or any other loss sustained by the Insured:
  - a) whilst flying or engaging in other aerial activity (including entering into or descending from or mounting on an aircraft or flying apparatus of any kind) except as fare-paying passenger in an aircraft licensed for passenger services (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft);
  - b) whilst using wood-working machinery driven by mechanical power except portable tools applied by hand used solely for private purposes without reward;
  - c) whilst mounting unto dismounting from or traveling as rider or pillion passenger on any motorcycle or motor scooter or mechanically propelled two-wheeled vehicle;
  - d) whilst carrying out his employment duties as ship's crew or involved in any technical operation or navigation in or upon any vessel or craft and/or in the profession of a Professional Diver;
  - e) due to willful exposure or injury;
  - f) whilst committing or attempting to commit any unlawful act including directly or indirectly participating in an act of strike, riot and civil commotion, provoked assault and murder or attempt thereof;
3. Death or Disablement or any other loss consequent upon the Insured engaging in or taking part in:
  - a) or participating in any sports on a professional basis;

- b) racing of any kind (other than on foot) or reliability or other trial;
- c) whilst playing or practicing in football polo horse riding rallies and/or other special contest trials with motor propelled vehicles of any kind steeple-chasing, caving aerial activities including sky diving parachuting; hang gliding requiring the use of ropes or guides bungee jumping boxing wrestling or the performing of martial arts of any kind or the training thereof winter sports of any kind or ice skating surfing speed boating water-ski jumping under-water activities with self-contained under-water breathing apparatus (scuba diving);
- d) Naval Air Force or Military Service or operations or participating in operations planned or conducted by the Civil or Military Authorities or a happening during service or duty of the Life Insured with any armed force.

The Company shall not be liable under this section of the Policy if the Insured is less than 18 years or more than 60 years of age at the commencement of period of insurance. The onus of proof as to the age of the Insured shall be upon the Insured.

**Schedule Of Benefits**

| ITEM NO.                        | INJURY   | BENEFITS                    |
|---------------------------------|--|-----------------------------|
|                                 |  | (Percentage of Sum Insured) |
| 1.                              | Death occurring within 12 (twelve) calendar months from the date of the accident                 | 100%                        |
| 2.                              | Permanent Disablement occurring within 12 (twelve) calendar months from the date of the accident |                             |
|                                 | i) Loss of both hands or both feet or sight of both eyes   | 100%                        |
|                                 | ii) Loss of one hand and one foot ...  | 100%                        |
|                                 | iii) Loss of either hand or foot and sight of one eye  | 100%                        |
|                                 | iv) Loss either hand or foot ... ..  | 50%                         |
| v) Loss sight of one eye ... .. | 50%  |                             |

**PROVISIONS:**

- 1. The aggregate of all benefits payable under Items No.1 and 2 above in respect of any one accident shall not exceed 100% per person as stated in the Policy Schedule
- 2. The definition "Loss of hand or foot" referred to above shall mean the permanent loss of use above the wrist or ankle joint, and "Loss of sight" shall mean the entire and irrecoverable loss of sight.

**EXTENSION OF COVER**

Section 8 of this Policy is extended to cover the following:

- 1. **RIOT STRIKE CIVIL COMMOTION ENDORSEMENT**  
It is hereby declared and agreed that this Policy is extended cover death or disablement as herein defined due to Riot Strike and Civil Commotion, provided that the Life Insured is not directly or indirectly participating in such activities.  
Subject otherwise to the terms, exceptions and conditions of the policy.
- 2. **ACCIDENTAL GAS INHALATION, DROWNING AND FOOD POISONING**  
  
This Policy extends to cover against Death or Permanent Disablement or as herein defined arising out of or resulting from Accidental Gas Inhalation, Drowning and Food Poisoning, with or without any sign of external or violent visible injury.  
Subject otherwise to the terms, exceptions and conditions of the policy.
- 3. **EXPOSURE TO ELEMENTS**  
This Policy covers death or permanent disablement claims caused by exposure to the elements as a result of an accident provided that in the event of death of the Life Insured caused by exposure to the elements, the death is subject to an inquest by which it is found that the Life Insured died of exposure as a result of an accident.

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

- 4. **ACCIDENTAL SUFFOCATION THROUGH SMOKE AND FUMES**  
This Policy extends to cover against Death or Permanent Disablement or as herein defined arising out of or resulting from suffocation through smoke and fumes, with or without any sign of external or violent visible injury.  
Subject otherwise to the terms, exceptions and conditions of the policy.
- 5. **INSECT, SNAKE AND/OR ANIMAL BITES (DISEASE EXCLUDED)**  
This Policy extends to cover against Death or Permanent Disablement or as herein defined arising out of or resulting from insect and/or snake and/or animal bites (disease excluded)  
Subject otherwise to the terms, exceptions and conditions of the policy.

**SECTION 9 – PROFESSIONAL INDEMNITY INSURANCE (ERRORS AND OMISSION)**

**THE COMPANY WILL INDEMNIFY:**

- 1. the Insured up to but not exceeding in aggregate for all claims under this Policy the sum stated the Schedule, against any claim or claims which may be made against the Insured during the period or retroactive date specified in the Schedule for breach of professional duty as Property/Building Managers, by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, by;
  - i) the Insured, or
  - ii) the predecessors in business of the Insured, or
  - iii) any person at any time employed by the Insured or such predecessors in business
 in the conduct, by or on behalf of the said Insured or such predecessors, of any business conducted in their professional capacity as Property/Building Managers and
- 2. to pay the costs and expenses incurred with the written consent of the Company in the defense or settlement of any such claim.

**DEFENCE COST INCLUSIVE**

The limit of indemnity stated in the Schedule shall apply inclusive of cost and expenses incurred in the defense or settlement of any indemnifiable claim under this Policy.

**DEFINITION OF INSURED**

The expression "the Insured" shall mean:

- a) the person, members or the partnership, company or corporation, statutory authority, association or the legal entity specified in the proposal form and employees thereof and their predecessors in business
- b) any person who becomes during the Period of Insurance stated in the Schedule a principal, partner, director, controlling officer or employee of the Insured, but in each case solely in respect of work carried out for any or on behalf of the Insured and in the conduct of the Insured's profession as stated in the Schedule.

**TERRITORY**

This Policy applies only to any act of negligence, error, mistake or omission which occurs in the territory and subject to the jurisdiction mentioned in the Schedule.

**JURISDICTION**

The Company shall not be liable to pay for :

- a) compensation for damages in respect of judgment not delivered or obtained from a court of competent jurisdiction within country or countries as specified in the Schedule.
- b) cost and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recovered within the country or countries as specified in the Schedule.

**SERIES OF CLAIMS CLAUSE**

It is hereby agreed that any claim or series of claims arising out of any one act, error or omission shall be considered to be one loss occurrence.

#### THE COMPANY WILL NOT PAY:

This Policy shall not indemnify the Insured against any claim

1. for libel and slander,
  2. brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured which expression shall include any company or entity which has a beneficial interest in the Insured or their predecessors in business,
  3. brought about or contributed to by loss or damage to documents,
  4. made against the Insured relating to any liability incurred by any person or persons insured herein prior to their becoming the proprietor of, director or a partner in the firm or business stated in the Schedule,
  5. made against the Insured relating to any liability incurred by any incoming and/or outgoing partners,
  6. arising out of all known claims and circumstances/allegations that might lead to claims as at Policy Inception Date,
  7. arising from any liability which is based upon or attributable to any failure or omission of the Insured to effect or maintain insurance or any required bonds,
  8. arising from the liability assumed by the Insured under any contract or agreement which liability being other than that arising from any breach of professional duty specified in the Schedule,
  9. brought about by the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft,
  10. arising from or attributable to the insolvency, liquidation or bankruptcy of the Insured,
  11. arising out of any activities in which the Insured is engaged as joint venture or as a partner,
  12. for any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law,
  13. for bodily injury to or sickness, disease or death of any employee of the Insured arising out of and in the course of his employment by the Insured,
  14. brought about by injury to or destruction of property owned by, or rented or leased to the Insured,
  15. any neglect, error or omission by the Insured in the preparation of estimates of cost and quantities,
  16. any express warranty or guarantee given by the Insured which increases the Insured's liability, but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee,
  17. for any breach of trust, breach of confidentiality, plagiarism or infringement of copyright, trade mark, trade names, intellectual proprietary rights or registered design or patent,
  18. for legal liability arising out of failure to comply with time limits,
  19. liability in respect of any claim for which the Insured are or would be entitled to any indemnity under any other Insurance required by law to be in effect or any other Insurance, Statutory Fund of any description,
  20. any liability for :-
    - (a) personal injury or bodily injury or financial loss or loss of, damage to, loss of use of property directly or indirectly caused by seepage, pollution, contamination, provided always that this Paragraph shall not apply to liability for personal injury or bodily injury or loss of, or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this Insurance.
    - (b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of insurance.
- For the purpose of this exclusion, "Pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acid, alkalis, chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
21. fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of compensatory damages,

22. any claims made against the Insured which relates to any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's profession as stated in the Schedule,
23. for which the Insured is entitled to indemnity under Single Project Professional Indemnity Policy, Construction All Risks, Erection All Risks or any other Third Party Liability policy, or where the Insured are entitled to indemnity under any other policy effected by the Insured,
24. arising out of and/or attributable to any warranty, guarantee, duration, and/or date of completion,
25. arising out of and/or pertaining to faulty workmanship,
26. arising from any activity of the Insured as Directors and Officers,
27. arising out of professional services rendered by the Insured for the Insured's spouse or any other member of the Insured's immediate family,
28. brought about by the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft,

#### CONDITIONS

##### 1. LIMIT OF LIABILITY

The liability of the Company herein shall not exceed in the aggregate for all claims under this Policy the sum stated in the Schedule

##### 2. INCOMING PARTNERS

Where a person or persons enters the firm insured herein in a professional capacity as partners or equally qualified professionals, the Company shall immediately be informed of such new entry in writing at the latest, within 2 weeks thereof

##### 3. RETROACTIVE DATE

Where retroactive date is specified in the Schedule this insurance will not apply to claims made against the Insured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the said retroactive date.

##### 4. FRAUDULENT CLAIMS

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

##### 5. CANCELLATION

This Policy may be cancelled by the Insured by surrendering thereof to the Company or any of its authorized representatives or by giving written notice to the Company stating when the cancellation shall be effective. This Policy may be cancelled by the Company by written notice stating such cancellation shall be effective provided the effective period shall not be less than 30 Days. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy period.

If the Policy be cancelled by either party, the earned premium shall be computed pro-rata. Premium adjustment may be made either at the time of cancellation is effected or as soon as practicable after cancellation become effective, but payment or tender of unearned premium is not a condition of cancellation.

#### ENDORSEMENTS

(THE FOLLOWING ENDORSEMENTS ARE NOT APPLICABLE UNLESS SPECIFICALLY DESCRIBED AND DECLARED THERETO IN THE SCHEDULE)

#### EXTENSIONS

##### 1. PARTNERS' PREVIOUS BUSINESS

If coverage for this Extension is specified in the Schedule, this Policy shall have effected as if;

###### a) INCOMING PARTNERS

after the words "in the conduct, or by or on behalf of the said Firm or such predecessors, of any business conducted in their professional capacity as Accountants in Section 1(a) of the Insuring Agreements there were inserted the words or " in the conduct of any business conducted by any of the Insured in his professional capacity as Accountants before he joined the said firm", and

###### b) OUTGOING PARTNERS



the expression "the Insured" included any former partners who are named in the Schedule subject otherwise to the terms, conditions and limitations of this Policy.

**2. LOSS OF DOCUMENTS**

If coverage for this Extension is specified in the Schedule, it is hereby agreed that if during the Period specified in the Schedule the Insured shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Firm named in the Schedule or their predecessors in business which may now or hereafter be, or be supposed or believed to be, in the custody of the said Firm, or in the custody of any person in or with whom such Documents have been entrusted, lodged or deposited by the said Firm in the ordinary course of business, have while within the territorial limits specified in the Schedule been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, the Company will

- a) indemnify the Insured against
  - (i) legal liability of whatsoever nature which the Insured may incur other person in consequence of such Documents having been so destroyed, damaged, lost or mislaid and
  - (ii) costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring such Documents
- b) in addition, pay the costs and expenses incurred with the written consent of the Company in the defense or settlement of any claim to establish liability as described in 1(a) above, provided that, if a payment in excess of the amount of indemnity available under this Policy has to be made to dispose of a claim, the Company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Policy in respect of that claim bears to the amount paid to dispose of that claim.

**3. LIBEL AND SLANDER**

Subject otherwise to the terms, clauses and conditions of this Policy, the Company will indemnify the Insured up to RM200,000.00 which the Insured may become legally liable to pay in respect of claims made upon them in direct consequence of any libel and slander by the Insured in their professional capacity as stated in the Schedule, provided that this insurance shall not extend to any matter in a journal or publication or in any communication or contribution to the Press, Radio or Television. Conditions

- a) The sum insured under this Policy shall not be increased by reason of this extension

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

**DEFINITION**

In this Extension, "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

**EXCLUSIONS**

This Extension shall not indemnify the Insured against any liability, costs or expenses

- a) for which the Insured is entitled to an indemnity under this Policy apart from this Extension, and/or for which the Insured is entitled to any indemnity under any other policy.
- b) brought about or contributed to by any dishonest, fraudulent or criminal act or omission of the Insured or the predecessors in business of the said Firm, or of any person at the time employed by the Insured or such predecessors in business.
- c) if any act or event, out or in the course of which such liability, costs or expenses arise, constitutes or is a part of, or is committed or happens whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law or the act of any lawfully constituted Authority.

**CONDITIONS**

- a) The sum insured under this Policy shall not be increased by reason of this Extension.

- b) In any claim, action, suit or other proceeding to enforce a claim under this Extension for liability, costs or expenses, the burden of proving that the liability, costs or expenses do not fall within Exclusion (c) set out above shall be upon the Insured.
- c) The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company, who shall be entitled at any time to take over the conduct in the name of the Insured.
- e) Any claim for costs and expenses incurred by the Insured in replacing or restoring Documents shall not be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Insured.

**SECTION 10-EMPLOYER'S LIABILITY INSURANCE**

**THE COMPANY WILL INDEMNIFY:**

- A. the Insured against liability at law to pay compensation to any person under a contract of service or apprenticeship with the Insured and claimant's legal cost and expenses in respect of bodily injury by accident or disease caused during the Period of Insurance arising out of and in the course of his employment.
- B. the Insured's legal personal representatives in the event of the death of the Insured in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply

**THE COMPANY SHALL NOT BE LIABLE FOR:**

- a) the Insured's liability to employees of contractors to the Insured
- b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- d) any injury by accident or disease sustained outside the Place or Places of Employment stated in the Schedule
- e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any workmen's compensation law
- f) any claim arising directly or indirectly from pneumoconiosis and/or asbestosis
- g) any claim arising directly or indirectly out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named.

**JURISDICTION CLAUSE**

The indemnity provided by this Policy shall not apply to:

- (i) Compensation for damages in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia nor to orders obtained in the said Court for the enforcement of judgments made outside Malaysia whether by way of reciprocal agreement or otherwise
- (ii) Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia

**LIMITS OF LIABILITY**

Limit of the amount of the Company's liability in respect of any one claim or series of claims arising out of one event irrespective of the number of claims that may arise therefrom and during anyone period of insurance as stated below:

| LIMIT OF INDEMNITY |                |
|--------------------|----------------|
| ANY ONE ACCIDENT   | ANY ONE PERIOD |
| RM100,000.00       | RM100,000.00   |

**ENDORSEMENT**

Section 10 of this Policy is subject to the following endorsement:

**WETE EMPLOYEE TO EMPLOYEE EXTENSION ENDORSEMENT**

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

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

#### GENERAL EXCLUSIONS

(Applicable to All Sections of the Policy)

##### 1. WAR AND TERRORISM EXCLUSIONS

This insurance excludes any loss, damage, liability, cost or expenses of whatever 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 namely:

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- b) mutiny, riot, strike, civil commotion, military or popular rising insurrection, rebellion, revolution, military or usurped power
- c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- d) any act of terrorism

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

- e) delay, seizure, depreciation, confiscation, commandeering, nationalization, detention, requisition or compulsory sale (whether under Statute or otherwise), destruction by order of any government de jure or de facto, public or local authority. (This sub-section e) is applicable to Sections 1,2 & 7)
- f) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) to e) above

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. (Applicable to Sections 1,2 & 5).

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

##### 2. NUCLEAR EXCLUSION

This insurance excludes loss or destruction of or damage to any property or liability whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission,
- b) nuclear weapons material.

#### GENERAL CONDITIONS

(Applicable to All Sections of the Policy unless specified)

##### 1. MEANING

This Policy and the Schedules and any Specifications (which form an integral part of this Policy) shall be read together as one contract and any word and expression to which a specific meaning has been attached in any part of this Policy or of the Schedules shall bear such specific meaning wherever they may appear.

##### 2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, conditions and endorsements of this Policy, insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

##### 3. NOTICE

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

##### 4. PAYMENT OF PREMIUM

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

##### 5. CHANGE IN RISK

The Insured shall within fourteen (14) days give notice to the Company and shall pay such additional premium, if at any time or from time to time, any change in risk shall occur materially varying any of the facts existing at the date of the proposal. Else, the Company has a right to terminate this Policy or this Policy shall cease to be in forced.

##### 6. DUTY OF INSURED

The Insured shall take all reasonable precautions for the safety of their employee and business.

##### 7. INTERESTED PARTIES

Nothing contained herein shall give any rights against the Company to any person other than the Insured and the Company will not be bound by any passing of the interest of the Insured otherwise than by death unless and until the Company shall by endorsement hereon declare the insurance to be continued

##### 8. CLAIMS NOTIFICATION AND PROCEDURE

###### a) Applicable to Sections 1 and 2– Money and Burglary

The Insured shall take all reasonable precautions for the safety of the property insured and upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall:

- (i) inform the Police immediately and take all practical steps to discover and punish the guilty person or persons and to trace and recover the lost property and recoup the Company
- (ii) forthwith give notice in writing to the Company stating the circumstance of the case. No claims shall be valid hereunder unless notice of loss shall have been given within seven (7) days of the occurrence
- (iii) within fourteen (14) days furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim. The Company shall bear the expenses of all such particulars, evidence, assurances and things as they may require with the above objects or any of them, other than those required to substantiate the claim.

###### b) Applicable to Sections 7 and 9 – Public Liability and Employer's Liability

- (i) **Claims Notification:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ of summons and process shall be notified or forwarded to the Company immediately on receipt.

- (ii) **Legal Proceedings:** The Insured shall not without the consent in writing of the Company repudiate liability negotiate or made any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim the Insured shall give all such information and assistance as the Company may require.
- (iii) **Entry of Premises:** The Company may at all reasonable times for the purpose or enquiry or examination by their authorized officials and agents enter into any premises or places to which this insurance applied or in which injury illness loss or damage has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.
- c) Applicable to Section 8 – Personal Accident**
- (i) Upon the happening of any accident likely to give rise to a claim under this Section of the Policy the Insured shall within fourteen (14) days from the happening of the accident give notice to the Company with full particulars of the accident and the injuries and shall as soon as possible procure and act on proper medical and surgical advice.
- (ii) The Insured or his legal personal representative shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and shall be in such form and of such nature as the Company may prescribe and the Insured shall whenever reasonably required to do so submit to medical examination on behalf of the Company at its own expense. In the event of the death of the Insured, the Company shall be entitled to have post mortem examination at its own expense and notice shall when practicable be given to the Company before burial or cremation stating the time and place of any inquest appointed. Time is the essence of this condition.
- (iii) No assignee shall be entitled to any benefit under this Policy except that payable in respect of death.
- d) Applicable to Section 4 – Fidelity Guarantee**
- I. Claims Procedure**
- Notice in writing shall be given within seven days to the Company if any acts of fraud or dishonesty by any of the Employee(s) or reasonable cause for suspicion thereof or any improper conduct shall come to the knowledge of the Insured or any representative of the Insured to whom is entrusted the duty of superintendence over the Employee(s) and no amount shall be payable under this Policy in respect of any act committed by such employee(s) after such knowledge shall have come to the notice of the Insured or his said representative.
- The Insured shall deliver to the Company full details of the claim within three months from the date when such knowledge shall have come to the notice of the Insured or his said representative together with proofs of the correctness of such claim.
- II. One Claim Per Employee**
- The Company shall not be liable to pay more than one claim in respect of any one of the Employees.
- e) Applicable to Section 3 – Plate Glass**
- Upon the happening of any breakage giving rise or likely to give rise to a claim under this Policy the Insured shall:
- (i) Give immediate notice thereof in writing to the Company and unless such notice shall be received by the Company within fourteen (14) days of the happening of such breakage the Company shall be under no liability in connection therewith
- (ii) Deliver to the Company within thirty (30) days from the date upon which the breakage came to his notice, such

information as the Company may require concerning the breakage.

**f) Applicable to Section 5 – Machinery Breakdown**

Upon the happening of any breakage giving rise or likely to give rise to a claim under this Policy the Insured shall:

- (i) give notice thereof in writing to the Company stating the circumstances
- (ii) in case of theft or loss give immediate notice to the Police and take all practicable steps to discover the guilty person or persons and recover the property lost
- (iii) deliver to the Company within fourteen (14) days from the date on which the event shall have come to his knowledge a detailed claim in writing and such particulars and proofs as may be reasonably required

**g) Applicable to Section 10 – Professional Indemnity (Error and Omission)**

**I. Claim Notification**

The Insured shall as a condition precedent to his right to be indemnified under this Policy give to the Company written notice within 14 days;

- a) of any claim made against him
- b) of the receipt of notice from any person of an intention to make claim against him

The Insured shall be within 14 days give notice to the Company written notice of any circumstances, of which he shall become aware during the Period of Insurance, which may subsequently give rise to claim against him, which may be made after expiration of the policy specifies in the Schedule shall be deemed for the purpose of this Policy to have been made during the Period of Insurance hereof Incoming Partners (Section 10 – Condition 2) apply, then any claim arising from the circumstances so notified shall be deemed to have been made under the said previous policy and the indemnities provided under paragraph (1) and the cost and expenses under paragraph (2) of the insuring Agreement of the present policy shall not apply.

**II. Claim settlement**

The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Insured the defense or settlement or any claim. Nevertheless, the Company shall not settle any claim without the written consent of the Insured. The Insured shall not contest any legal proceeding unless a solicitor (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested.

**9. PAYMENT OF LIMIT OF LIABILITY – Applicable to Section 7 – Public Liability Insurance**

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

**10. CONTRIBUTION**

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. Each item of this Policy shall be separately subject to this Condition.

**11. FORFEITURE**

This Policy shall be void and all premiums hereunder forfeited:

- a) if there be any time any non-compliance with any warranty or condition hereof
- b) if any claim hereunder be in any respect fraudulent or any statement or declaration made in support thereof be false or if the loss be occasioned by or through the willful act or procurement or connivance of the Insured

- c) if there has been any misstatement in or omission or concealment of a material fact from the proposal for this Insurance, or if there has been any such misstatement or omission or concealment at the time of renewal hereof.
- d) if the circumstances in which the insurance was entered into shall be materially altered without the written consent of the Company.

**12. 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 which is or would be subrogated to them upon their 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.

**13. CANCELLATION**

The insurance may be terminated at any time by giving fourteen (14) days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the period of insurance. This Policy may be cancelled at the request of the Insured at any time, the Insured shall be entitled to a return of Premium less Premium at the Company's short period rates for the time the Policy has been in force.

**14. ARBITRATION**

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

**15. THEFT BY DECEPTION [Applicable to Sections 1 (Money) and 2 (Burglary)]**

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of Cheating set out in the Penal Code:

Cheating as defined in the Penal Code is as follows:

"Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission caused or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

**16. CRIMINAL BREACH OF TRUST [Applicable to Sections 1 (Money) and 2 (Burglary)]**

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code is as follows:

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching

the discharge of such trust, or willfully suffers any other person so to do, commits 'criminal breach of trust'."

**17. MARKET VALUE [Applicable to Section 2 (Burglary), 3 (Plate Glass) and 6 (All Risks)]**

It is hereby agreed that in the event of a loss to the property insured herein, the limit of indemnity shall be the insured value or market value of the insured property, whichever is the lower.

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 betterment, wear and tear and/or depreciation.

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

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act, 1996 and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of Loss Adjuster licensed under the Insurance Act, 1996 shall be conclusive evidence in respect of the market value of the insured property in any legal proceeding against the Company.

**18. No Claim Discount**

The Company will allow no claim discount of ;

1<sup>st</sup> Renewal Year – 10%

2<sup>nd</sup> Renewal Year – 15%

3<sup>rd</sup> Renewal Year Onwards – 20%

on the renewal premium provided that:

(i) such renewal is continuous and the Policy has not been allowed to lapse in any one given year,

(ii) no claim is made under the Policy

However in the event of a claim having been made under the Policy, the period of qualification for No Claim Discount commences afresh as from the next renewal date.

**WARRANTIES, CLAUSES AND ENDORSEMENTS**

(Applicable to All Sections of the Policy)

**PWE PREMIUM WARRANTY**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Certificate.

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

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

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

**Y2KE DATE RECOGNITION CLAUSE (WITHOUT SAVINGS CLAUSE)**

It is noted and agreed this policy is hereby amended as follows:

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

1. correctly recognize any date as its true calendar date;

2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company shall not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company shall not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company shall not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired. Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

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

#### **CYBA CYBER CLAUSE**

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

1. the use or misuse of the Internet or similar facility;
2. any electronic transmission of data or other information;
3. any computer virus, worm, logic bomb, Trojan horse or similar problem;
4. the use or misuse of any Internet address, Website or similar facility;
5. any data or other information posted on a Website or similar facility;
6. any loss of data or damage to any computer system, including but not limited to hardware or software;
7. the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Website or similar facility;
8. any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent)

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

#### **NOTICE TO POLICYHOLDER**

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

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

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

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

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

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

If you are unhappy with any aspect of our service, we would like to hear from you.

You can make your complaint in whatever form is most convenient to you either via a phone call to our receptionist or alternatively, by writing, faxing or e-mailing your complaint to:

#### **Complaints Handling Unit**

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

The Company will seek to respond to your complaint within fourteen (14) days. If the Company 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 the Company to respond promptly if you give the following details:

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

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

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

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

If the Mediator makes an award against the Company, 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 the Company or refer it to Arbitration.

Alternatively you may put forward your dissatisfaction over the conduct of the Company by writing to Bank Negara Malaysia giving details of your complaint and particulars of your policy to:

#### **BNMLINK (Laman Informasi Nasihat Dan Khidmat)**

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

**HEAD OFFICE / IBU PEJABAT**

Level 12, West Wing, The Icon,  
No.1, Jalan 1/68F,  
Jalan Tun Razak,  
55000 Kuala Lumpur  
Tel : 03 - 2180 3000 Fax : 03 - 9281 2729  
Website : [www.rhbgroup.com/insurance](http://www.rhbgroup.com/insurance)

**CUSTOMER RELATIONSHIP CENTRE / KAUNTER  
KHIDMAT PELANGGAN**

Level 1, Tower Three, RHB Centre,  
Jalan Tun Razak,  
50400 Kuala Lumpur  
Tel : 1300-220-007 Fax : 03 – 2163 7277  
Email : [rhbi.general@rhbgroup.com](mailto:rhbi.general@rhbgroup.com)

**CALL CENTRE /  
PUSAT PANGGILAN**

Claims Inquiries : 03 - 2180 3030