PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group

Internet: www.poi2u.com

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Website	www.poi2u.com

ALL RISKS POLICY

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

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

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

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

WHEREAS the Insured by a Propsal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Insurers for the Insurance hereinafter contained and has paid or agreed to pay the first premium as consideration for such Insurance.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance the property or any part of it is lost destroyed or damage by any accident or misfortune whilst within the Territorial Limits the Insurers' will indemnity the Insured by at their option repairing replacing or paying the amount of the loss destruction or damage.

Provided that the Insurers' liability in respect of any item shall not exceed the sum insured for such item.

EXCEPTIONS

The Insurers shall not be liable for loss destruction or damage :-

1 Caused by or happening through

a) Vermin insects mildew wear and tear depreciation or other deterioration or any process of repairing restoring or renovating.

b) Riot Civil Commotion volcanic eruption subterranean fire earthquake or other convulsion of nature.

c) Confiscation detention nationalisation requisition or wilful destruction by any government public municipal local or customs authority.

d) Mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which the Insured is entitled to indemnity under this policy.

2. Directly or indirectly caused by or contributed to by or arising from

a) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power.

b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaning process of nuclear fission.

c) Nuclear weapons material.

CONDITIONS

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

2. The due observance and fulfillment of the terms of this policy in so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the insurers to make any payment under this policy.

3. Every notice or communication to be given or made under this policy shall be delivered in writing at the head office or any branch office or agency of the insurers.

4. The insured shall take all reasonable precautions for the the safety of the property.

5. If any event giving rise or likely to give rise to a claim under this policy comes to his knowledge the insured shall.

   a) give notice in writing to the Insurers as soon as possible.

   b) take immediate steps to minimise the damage and recover any missing property.

   c) give immediate notice to the police if the claim be for loss or theft.

6. If the loss destruction or damage is covered by any other insurance the insurance the insurers shall not pay more than their rateable proportion.

7. The Insured shall give all reasonable assistance to the insurers in dealing with any claim and shall permit the insurers at their own expense to take all necessary steps for enforcing any rights against any other party in the name of the insured before or after meeting the insured's claim.

8. Whenever a sum insured is declared to be subject to average if the property covered thereby shall at the time of any loss destruction or damage be collectively of greater value than such sum insured then the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

9. This policy may be cancelled by the insurers sending seven day's notice by registered letter to the last known address of the Insured.

10 All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed 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 to not agree of an umpire appointed in writing by the arbitrators before entering upon the reference the umpire shall sit with the arbiters and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the insurers the costs of and connected with the arbitration shall be in the discretion of the arbiters arbitrators or umpire if the insurers shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11 The agents of the insurers shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the insurers nor can their personal property be attached on account of any claim by the insured if the insured should commence such proceedings against the agent it is hereby declared and stipulated that the insured shall forfeit thereby all claim upon the insurers under this policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

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 insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Cretificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer 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 insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person including an Insurance Agent, who was not authorized to receive such premium shall lie on the insurer.

IMPORTANT NOTICE

Your attention is drawn to the 60 days premium warranty attached to the policy.

By this warranty, the insurance policy is automatically cancelled unless the full premium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you make full payment of the premium to your broker as soon as possible and in any case within the 60 days period of the premium warranty so as to enable your broker to remit the premiums early to your insurer. You are advised to request your broker to furnish you with the broker's and insurer's receipt on the premium that you paid.

Disputes can be referred to: Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau)
Tel No : 03-2272 2811