PACIFIC & ORIENT INSURANCE CO. BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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STAMP DUTY PAID

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FIRE POLICY TARIFF

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

The Company (Pacific & Orient Insurance Co. Berhad) AGREES subject to Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the period of insurance in the schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premiums required for the renewal of the policy, The Company will pay or make good to The Insured the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage. This is subject to the policy terms and conditions of the contract of insurance.

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

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

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

For Non-Consumer Insurance Contracts (Insurance 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.

THE COMPANY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.

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

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

CONDITIONS

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

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

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

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

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

1. Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

2. 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.

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

4. All Insurance under this Policy
   (1) On any building or part of any building,
   (2) On any property contained in any building,
   (3) On rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease upon any fall or displacement.
      (a) Of such building or any part thereof
      (b) Of the whole or any part of any range of buildings or of any structure of which such building forms part,

   PROVIDED that such fall or displacement is of the whole or a substantial or important part such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.
   AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy
   In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured

This Policy and its conditions should be examined and if incorrect returned at once for alteration.

5. (1) This Insurance does not cover:
   (a) Loss by theft during or after the occurrence of a fire.
   (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [expect as may be provided in accordance with Condition 8(f) or by its undergoing any heating or drying process.
   (c) Loss or damages occasioned by or through or in consequence of
      (1) The burning of property by order of any public authority.
      (2) Subterranean Fire.
   (d) by Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

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

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
   (a) Earthquake, volcanic eruption or other convulsion of nature.
   (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
   (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
   (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
   (e) Any act of terrorism

   For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

   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.

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

7. This insurance does not cover any liability for:

   Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
   (i) Pollution or contamination which itself results from a contingency hereby insured against.
   (ii) Any contingency hereby insured against which itself results from pollution or contamination.

8. Unless otherwise expressly stated in the Policy this Insurance does not cover:-

   (a) Goods held in trust or on commission.
   (b) Bullion or unset precious stones.
   (c) Any curiosity or work of art for an amount exceeding RM500.00
   (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
   (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, book of account or other business books, or computer systems records.
   (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
   (g) Explosives.
   (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
   (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forest, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

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

   (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured property be changed in such a way as to increase the risk of loss or damage by fire.
   (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
   (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
   (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
   (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

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

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

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

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

   The Insured shall also at times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
   No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

13. The insurance under this policy extends to include:-

   (a) Wages of the Insured's employees other than full-time members of a Works Fire Brigade.
   (b) The cost replacement of firef ighting appliances and destruction of a damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
   (c) Fire Brigade charges

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

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

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

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

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

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

15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act or with the connivance of the Insured; or, If the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 22 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

16. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specification, measurements, quantities, and such other particulars as the Company may require. And no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

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

The Market value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there in, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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

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

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

21. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.

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

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

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

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

SPECIAL PERILS, CLAUSES AND ENDORSEMENT

THE FOLLOWING PERILS, WARRANTIES, ENDORSEMENT AND CLAUSES ARE NOT APPLICABLE UNLESS SPECIFIED IN THE SCHEDULE

SPECIAL / EXTRANEOUS PERILS

P01. AIRCRAFT DAMAGE

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

SPECIAL CONDITION

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

P02. **EARTHQUAKE AND VOLCANIC ERUPTION**

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

P03. STORM, TEMPEST

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

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

Excess Clause

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

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

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

It is further agreed that this Clause shall apply separately to:-

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

SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

2. This endorsement does not extend the insurance under this Policy to cover:-
   a) Consequential loss of any kind.
   b) Loss or damage caused by hail whether driven by wind or not.
   c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanis eruption, provided that these peril are insured against by this Policy.
   d) Loss or damage caused by explosion except as provided in Condition 8 (h) of the Policy.
   e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been affected.

4. Unless specifically and separately insured this endorsement does not cover:-
   a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
   b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

P04. FLOOD

In consideration of an additional premium, the company agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

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

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

Excess Clause

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

a) 1% of the sums insured against such peril on said property by policies in the name of the Insured, or
b) The first RM 2,500.00 of each and every loss.

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

It is further agreed that this Clause shall apply separately to:-

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

SPECIAL CONDITIONS

1. This endorsement does not extend the insurance under this Policy to cover:-
   a) Consequential loss of any kind.
   b) Loss or damage caused by hail whether driven by wind or not.
   c) Loss or damage caused by subsidence oe landslip except when this is occasioned by earthquake or volcanic eruption, provided that these peril are insured against by this Policy.
   d) Loss or damage caused by explosion except as provided in Condition 8 (h) of the Policy.
   e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been affected.

3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

P05. EXPLOSION

P05A – EXPLOSION (Industrial without boilers)
P05B – EXPLOSION (Industrial with boilers)
P05C - EXPLOSION (Industrial without boilers)
P05D – EXPLOSION (Non-Industrial with boilers)

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

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

P06A. IMPACT DAMAGE (EXCLUDING INSURED'S OWN VEHICLES)

In Consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals not belonging to or under the control of the Insured or any member of this family, or any person in and upon the Insured's service, provided that the first RM50.00 of each and every claims under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average. Provided always that all the conditions of the Policy shall apply as if they had incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
Subject otherwise to the terms and conditions of the policy.

P06B. IMPACT DAMAGE (INCLUDING INSURED'S OWN VEHICLES)

In consideration of an additional premium the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control of the Insured, or any member of this family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

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

Subject otherwise to the terms and conditions of the policy.

P07A. BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (Building exceeding (5) storeys including mezzanine)
P07B. BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (Others)

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

a) Loss or damage caused whilst the premises are untenanted.
b) Loss or damage by water discharged or leaking from an installation of automatic sprinklers.
c) The first RM1000.00** of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

** Where the sum insured is less than RM50,000.00 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00
Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

P08A. ELECTRICAL INSTALLATIONS CLAUSE (A)

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.
Provided that this exemption shall only to the particulars electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particulars machine, apparatus or other electrical installation.
Subject otherwise to the terms and conditions of the policy.

P08B. ELECTRICAL INSTALLATIONS CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

P09. BUSH / LALANG FIRE

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 8(i) of the Policy, the insurance is extended under item No (as per schedule) to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

P10A. SUBSIDENCE AND LANDSLIP (STANDARD COVER)

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

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

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.
Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
Subject otherwise to the terms and conditions of the policy.

P10B. SUBSIDENCE AND LANDLIP (DELETION OF EXCLUSION (A) UNDER THE STANDARD COVER)

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

a) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
b) Loss or damage occasioned by happening through, or in consequence of:
   - Coastal or river erosion.
   - Demolition, structural alteration or structural repair.
   - Defective design or inadequate construction of foundations.
c) In respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the policy.

P11A. SPONTANEOUS COMBUSTION (BASIC COVER)

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

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
Note: The words "by fire only" may be deleted in respect of insurance on coal.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

P11B. SPONTANEOUS COMBUSTION (FULL COVER)

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

P12A. RIOT STRIKE AND MALICIOUS DAMAGE
P12B. RIOT STRIKE AND MALICIOUS DAMAGE

In consideration of an additional premium, the Company hereby agree and declare that the insurance under* this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-
Loss of or damage to property insured** directly caused by:-

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

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt threat or caused by any person taking part therein.

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

Condition 5

This insurance does not cover:-

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

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

Condition 6

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

a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
c) Any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with 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.
In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 8

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

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

Condition 11
This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 20
If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

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

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

P13. DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM

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

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

Subject otherwise to the terms and conditions of the Policy.

P14A. COLD STORAGE/INCUBATOR CLAUSE (A)

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

Subject otherwise to the terms and conditions of the policy.

P14B. COLD STORAGE.INCUBATOR CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

CLAUSES AND ENDORSEMENTS

C01A. TEMPORARY REMOVAL CLAUSE (Contents of Private Dwellings)

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

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

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

C01B. TEMPORARY REMOVAL CLAUSE (OTHER PROPERTY EXCLUDING STOCK-IN-TRADE AND MERCHANDISE)

The property insured under item(s) (as per schedule) of this policy is covered (limited to 10% of the sum insured) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail, or inland waterway, all in Malaysia, the Republic of Singapore or Brunei Darussalam.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

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

i) Motor vehicles and motor chassis.
ii) Property (other than machinery and plant) held by the insured in trust.
iii)

C02A. REMOVAL OF DEBRIS (WITH SEPARATE SUM INSURED)

The insurance by this item is in respect of costs and expenses necessarily incurred by the insured with the consent of the Company in the :-

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

of the portion or portions of the property insured by this policy destroyed or damaged by fire or by any other peril hereby insured against. (items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses :

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
ii) arising from pollution or contamination of property not insured by this policy.

C02B.REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance on item(s) no(s) as per schedule) hereby insured includes costs and expenses necessarily incurred by the insured with the consent of the Company in the :-

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

of the portion or portions of the property insured by the said item(s) above of this policy destroyed or damaged by fire or by any other peril hereby insured against. (items (b) and (c) above are deemed to be deleted when neither buildings nor machinery are insured).
The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000.00) in aggregate any one loss whichever is lower.

The Company will not pay any costs or expenses :

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
ii) arising from pollution or contamination of property not insured by this policy.

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

C03A. ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (WITH SEPARATE SUM INSURED- APPLICABLE TO ITEMS AS SPECIFIED IN THE SCHEDULE)

The Insurance by this item(s) in respect of Architect's Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder**.**

The amount payable for such fees shall not exceed those authorized under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the Sum Insured on this item(s).

C03B. ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (WITHOUT SEPARATE SUM INSURED)

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

C04. OTHER CONTENTS CLAUSE

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

a) Money and stamps not otherwise specifically insured for an amount not exceeding RM (as per schedule)
b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM (as per schedule) in respect of any one document manuscript or business book.
c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein for an amount not exceeding RM (as per schedule)
d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM (as per schedule) in respect of any one pattern, model, mould, plan or design.
e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM (as per schedule) in respect of any one Employee.

C05. CAPITAL ADDITIONS CLAUSE

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in item(s) No(s) (as per schedule) of this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1,000,000.00 per location whichever is the less.

The insured undertakes to advise the Company every three months of such alterations, additions and improvements and to pay the appropriete additional premium thereon.

The Clause is inoperative if the declaration of such alterations, additions and improvements is not received by Insurers within 90 days from the date of such alterations, additions and improvement.

For the purpose of this Clause, the inception date under the Premium Warranty shall be deemed to be the date of declaration received by the company.
Note: In the event that there is more than one location, then the limit may be increased to RM2,000,000.00, this amount being the aggregate limit for all the locations.

C06A. MORTGAGEE (CHARGEE) CLAUSE 1

Loss, if any, payable to (as per schedule) as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or owner or on any other party or parties insured hereunder or from any securities or funds available.

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

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

C06B. MORTGAGEE (CHARGEE) CLAUSE 2

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

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

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

C07. CONTRACT PRICE

Notwithstanding anything to the contrary contained in Condition 17 of the Policy. It is hereby declared and agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

C08. FOUNDATION EXCLUSION

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

Note 1: *"upper" may be substituted for "under".
Note 2: The words in brackets may be omitted.

C09A. RENT (APPLICABLE TO OWNER NON-OCCUPIER OF THE PREMISES)

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

C09B. RENT (APPLICABLE TO OWNER-OCCUPIER OF THE PREMISES)

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

C10. COMPUTER SYSTEMS RECORDS

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

C11. DESIGNATION CLAUSE

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

C12. PAWNBROKERS

In the event of destruction or damage to pledged goods by fire or any other peril hereby insured against the amount payable shall not exceed the amount advanced by the insured on such goods plus 25% and the value of all goods which this clause applies shall be calculated on the same basis.

C13. ESCALATION CLAUSE

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

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of each period of insurance. At each renewal date the insured shall notify the insurers:-

i. the sums to be insured under each item above, but in the absence of such instructions the sums insured by the above items shall be those stated on the policy (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the period of insurance up to that renewal date, and

ii. the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

C14. COINSURANCE AND LEADER CLAUSE

It is hereby declared and agreed notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the insured shall sustain loss or damage in the circumstances provided for by Policy indemnify the Insured in the manner herein described (as per schedule).

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/Endorsement/Renewal receipt.

For all intents and purposes this policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

C14A. COINSURANCE CLAUSE (FOR DEALINGS WITH TAKAFUL COMPANIES)

The Insurers hereby severally agree, each for the proportion or share of participation set against its name, to indemnify the Insured by payment or at the option of the Insurers by reinstatement repair or replacement in accordance with the terms and conditions hereunder or endorsed herein or in a Certificate of Takaful.

Provided that:

1. The liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by any endorsement or attached hereto, signed by or on behalf of the Insurers.
2. The liability of each of the Insurers individually in respect of such loss shall be limited to the proportion set against its name.

It is further agreed that the Following Insurer shall be subject to and follow the same intention, risks, terms and conditions, warranties, clauses, valuation, amendments or alterations of any description or any decision as may be made by the Lead Insurer irrespective of any variation or difference in terminology under either the Financial Services Act 2013 or The Islamic Financial Services Act 2013 as the case may be or as applicable therefore.

Notwithstanding that the Insurers hereby attest to the intention and meaning of the Special Memorandum as lodged with them, the Lead Insurer shall be entitled to investigate settle compromise control discharge or repudiate any claims and to institute prosecute defend settle and compromise any proceedings in respect of any risks and/or interest arising from this Policy and/or under the applicable provisions of either the Financial Services Act 2013 or The Islamic Financial Services Act 2013 or both as the case may be or as applicable therefore.

To the extent the Lead Insurer is liable to pay under this Policy to that extent the Following Insurer shall follow the fortunes of the Lead Insurer in all respects all loss or damage provided for by this Policy (as per schedule)

SPECIAL MEMORANDUM

The Special Memorandum serves to encapsulate the intentions and arrangements that were discussed and agreed upon between the parties as set below and with whom it shall be lodge with without altering reducing or amending the rights and duties of each party under the Insurance Policy Nos. (as per schedule) or Co Takaful Certificate Nos. (as per schedule) issued or signed accordingly under the provisions of the Financial Services Act 2013.

It has been agreed that:

1. For the purpose of determining any liability to indemnify the Insured under a policy of insurance including as prescribed by any endorsements attaching thereto, all parties shall primarily refer to a policy or conventional language as normally issued under the provisions of the Financial Services Act 2013 and signed on by all insurers for their respective share of participation of such liability, all loss or damage provided for by this Policy.
2. For the purpose of determining any entitlement under al-Mudharabah to the favour of the Insured (or participant as equivalently known under a contract of takaful), the Co Takaful Certificate/s and any attachement thereto issued by (Insurer's Name) shall be referred to and it is hereby understood that the rate of al-Mudharabah returns shall be proportionate to the Co Takaful share of participation.
3. In as far as the required presence of representatives of the insurers is concerned, in particular for meetings with the (Insured's Name) or its representatives or for any other official occasion or functions related to matters of insurance, (Insurer's Name) may be called upon to act as the spokesperson without prejudice to the rights and duties of each insurer.
4. The Lead Insurer shall perform its obligations as prescribed under the Coinsurance Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all insurers for their own rightful purpose or for the benefit of the Insured.
5. The Insurers shall agree to nominate an internationally recognised and registered loss adjuster or panel of such loss adjuster which is/are acceptable to the Insured.
6. Nothwithstanding the above arrangement, (Broker's Name) shall retain its rights and perform its duties as the appointed Insurance Broker for the (Insured's Name).

Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed from time to time by the Malaysian Authorities.

Hereby understood agreed and signed by, on behalf of (as per schedule)

C15. AUTOMATIC RENEWAL CLAUSE

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

C16. REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under item(s) No(s) (as per schedule) of the within policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

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

C16A. REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under item(s) No(s) (as per schedule) of the within policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this clause had not been incorporated therein.

3. If the Sum Insured at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed then the Insured shall be considered being his own insurer for the difference between the sum insured and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Special Provision.

4. This clause shall be without force or effect if:-
   a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
   b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.

5. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the insured which is not upon the identical basis of reinstatement set forth therein.

6. In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Tities Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

C17. REINSTATEMENT – DAY ONE BASIS

Memorandum
Day One Basis (Non-Adjustable)
Memorandum applicable to Item(s) No(s) (as pe schedule) (Buildings and/or Machinery)

1. Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the insured having stated in writing the Declared Value incorporated in such item to which this Memorandum applies, the Premium has been calculated accordingly.
   "Declared Value" shall mean the Insured's assessment of the cost of replacement or reinstatement of the property insured arrived at in accordance with the opening paragraph of the Reinstatement Value Memorandum, at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:-
   i) the additional cost of reinstatement to comply with Public Authority requirements,
   ii) professional fees,
   iii) debris removal costs.

2. At the inception of each period of insurance the Insured shall notify the insurers of the Declared Value of the property insured by each of the said item(s). in the absence of such declaration the last amount Declared by the Insured shall be taken as the declared value for the ensuing period of insurance.

3. Notwithstanding any general indication or endorsement to the contratry the following wording applies to Special Provision 3 of the Reinstatement Value Clause:-
   3. if at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One basis Memorandum) at the inception of the period of insurance then the Insurer's liability for any loss hereby shall be limited to the proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

   and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause.
   6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein the rights and liabilities of the Insurers and the insured in respect of the destruction or damage shall be subject to the terms and conditions of the policy including any Conditions of Average therein, as if this Memorandum had not been incorporated therein expect that the sums insured shall be limited to 120% of the Declared Value.

Memorandum
Basis (Adjustable)
Memorandum applicable to Item(s) No(s) (as per schedule) (Buildings and/or Machinery)

1. The Insured having stated in writing the Declared Value incorporated in each item to which this Memorandum applies, the premium has been calculated accordingly.
   "Declared Value" shall mean the Insured's assessment of the cost of replacement or reinstatement of the property insured arrived at in accordance with the opening paragraph of the Reinstatement Value Clause, at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:-
   i) the additional cost of reinstatement to comply with Public Authority requirement,
   ii) professional fees,
   iii) debris removal costs.

2. At the inception of each period of insurance the Insured shall notify the Insurers of the Declared Value of the property insured by each of the said item(s). in the absence of such declaration the last amount declared by the insured shall be taken as the Declared Value for the ensuing period of insurance.

3. The premium thereon is provisional. On expiry of each period of insurance the premium shall be adjusted by 50% of the difference between:-
   i) the provisional premium at the commencement of the period and
   ii) the premium calculated at the terms which have applied during the period under adjustment based on the Declared Value for the subsequent period of insurance.

4. For purpose of paragraph 3 of this Memorandum only:-
   i) if the policy (or any item thereof) is cancelled or not renewed the Insured shall provide the Declared Value of the property insured by each of the said item(s) calculated in accordance with paragraph 1 of this Memorandum but at the level of costs applying at the date of cancellation or non-renewal,
   ii) where property has not been reinstated following loss the Insured shall provide the Declared Value as though the property had not been damaged or destroyed,
   iii) where a declaration of the Declared Vaue is not submitted to the insurers an additional premium of 10% of the provisional premium shall become payable.

5. Notwithstanding any general indication or Endorsement to the contrary the following wording applies to Special Provision 3 of the Reinstatement Value Clause:
   3 If at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One basis Memorandum) at the inception of the period of insurance then the Insurer's liability for any loss hereby shall be limited to the proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
   and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause.

   6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein the rights and liabilities of the Insurers and the insured in respect of the destruction or damage shall be subject to the terms and conditions of the policy including any Conditions of Average therein, as if this Memorandum had not been incorporated therein expect that the sums insured shall be limited to 120% of the Declared Value.

C18. REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the insurance by item no (as per schedule) of this policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:-

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

C19. DECLARATION POLICIES

Special Condition For Declaration Policies

1. In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance :-
   The Insured agrees to declare to the Company in writing the value of his stocks, less any amount insured by Policies other than Declaration Policies, on the following basis namely (insert the appropriate wording in accordance with Rule 1.25.5 of Section 1) and to make such declaration within thirty days of the (insert the appropriate day or date) of each calendar month, such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.
   If other Policies on a declaration basis cover the stock hereby insured the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such Declaration Policies, pro rata to the respective amounts named in the Policies.
   In the event of declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.
   On the expiry of each period of insurance the premium shall be calculated at the rate applicable on the average sum insured, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference; if it be less the difference shall be repaid to the insured but such repayment shall not exceed 50% of the provisional premium.
2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the sum insured by such insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. In the event of a loss occurring the insured undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
6. in the event of this policy being cancelled by the insured during its currency (whether stocks exists or not) the premium to be retained by the company shall be appropriate short period premium calculated on the average amount insured up to the date of cancelment, or 50% of the provisional premium whichever is the greater, but if the Policy is cancelled by the insured after a loss has occurred the premium to be retained by the Company shall be the pro rata proportion of the premium calculated on the average amount insured up to the cancelment plus the pro-rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.
7. It is warranted that every other Policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
8. This Insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these special conditions

C20. TEMPORARY STORAGE CLAUSE

The property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia, Brunei Darussalam and Singapore PROVIDED that:-

a) the period of temporary storage shall not exceed sixty (60) days.
b) the liability of the Company is limited to 10% of the total sum insured or RM500,000.00 whichever is the lower for property covered under this clause.
c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

C21. LEASING ENDORSEMENT

It is hereby understood and agreed that (as per schedule) (hereinafter referred to as the lessors) are the owners of the property insured by item (as per schedule) and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the insured under this policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or effect the rights and liabilities of the insured or the company respectively under or in connection with this policy.

N**on-Cancellation Clause**

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

C22. SMOKE DAMAGE ENDORSEMENT

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

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

In respect of loss or damage caused by the peril hereby insured against, the company shall not be liable for the first $50,000.00 of each and every loss as ascertained after the application or any condition of average.

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

C23. BRAND, LABEL AND TRADEMARK CLAUSE

In the case of damage to property bearing a brand, label or trademark, the sale of which in any way carries a guarantee of the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands, labels and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the insured attaches to the said property.

C24. GOODS AND STOCKS UNDERGOING ANY HEATING OR DRYING PROCESS ENDORSEMENT

Notwithstanding anything to the contrary contained in Condition 5(i) (b) of the policy, it is hereby understood and agreed that the insurance under item no (as per schedule) of this policy shall extend to include loss or damage to the property occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discolouration of the property is excluded.

C25A. SPRINKLER LEAKAGE ENDORSEMENT- ON BUILDING
C25B. SPRINKLER LEAKAGE ENDORSEMENT- ON CONTENTS
C25B. SPRINKLER LEAKAGE ENDORSEMENT- ON BUILDING (Deletion of Exclusion (d) and /or (e)
C25B. SPRINKLER LEAKAGE ENDORSEMENT- ON CONTENTS (Deletion of Exclusion (d) and /or (e)

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

Provided always that otherwise the insurance under this endorsement and the Policy shall be subject to all the terms, limitations, stipulations, exclusions, provisions and exceptions printed on, expressed in, endorsed upon or attached to the Policy and that without in any way limiting the generality of the foregoing, the liability of the Company shall in no case under this endorsement exceed in respect of each item the sum expressed in the Schedule or in the whole the total sum insured.

This insurance does not cover loss or damage occasioned by or through or in consequence of :-

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

No liability shall attach if the building insured or contained the insured property becomes unoccupied and so remains for a period of more than thirty (30) days unless the insured obtains the sanction of the Company signified by endorsement upon the Policy.

SPECIAL CONDITIONS

1. The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
2. The Company shall not be responsible for loss or damage which may occur after notice has been given to the Insured by the Company that the sprinkler Installations is/are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

C26. HIRE PURCHASE ENDORSEMENT

It Is hereby understood and agreed that (as per schedule) (hereinafter referred to as the Owners) are the owners of the property insured by item(s) (as per schedule) and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

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

It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without prior consent in writing of the Company.

Non-Cancellation Clause

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

C27. INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

C28. OUTBUILDING CLAUSE

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

C29. APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000.00 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisement of the undamaged property shall be required.
If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

C30. VEHICLE LOAD CLAUSE

In the event of any of the Insured's vehicles being left loaded overnight whilst in or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

C31. ALTERATIONS AND REPAIR CLAUSE

Notwithstanding condition 9(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

C32. AGGREGATE CONDITION OF AVERAGE CLAUSE

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the policy, policy condition 20 of this policy will apply as though reference to property therein is in respect of all properties of the same insured at the same location insured therein. Accordingly, the sentence "Every item, if more than one, of the policy shall be separately subject to this condition" appearing in the text of condition 20 is deemed to have been deleted.

C33. AGREED VALUE ENDORSEMENT FOR ART OBJECT/PAINTING, ANTIQUES AND SUCH LIKE ITEMS

It is hereby declared and agreed that in the event of the undernoted item (s) of property insured being totally lost, destroyed or damaged by any peril insured against, the liability of the insurers shall not exceed the corresponding agreed value stated in the schedule.

Property Insured	Agreed Value
As specified in the Schedule	As specified in the Schedule

Notwithstanding anything contained in this policy to the contrary, where any insured items consist of articles in a pair or set, the company shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

Subject otherwise to the terms exceptions and conditions of the policy

C34. OTHER INSURANCE CLAUSE

It is understood and agreed that the insured shall be deemed to have complied with condition no. 3 of this policy provided that he has declared to the company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

C35. PAIRS AND SETS CLAUSE

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

Subject otherwise to the terms and conditions of the policy.

C36A. FLOATING INSURANCE (SPECIFIED LOCATIONS)

The stocks insured under item no. (item……of) of this policy is subject to a floating sum insured declared hereon against all the locations as specifically described in the schedule.

Provided always the Company's maximum liability shall not exceed the floating sum insured stated in the schedule for which the item is insured.

Note : The premium charged thereon shall be calculated based on the highest amongst the rates applicable to the said locations concerned.

C36B. FLOATING INSURANCE (UNSPECIFIED LOCATIONS)

The socks insured under item no (as per schedule) of this Policy is subject to a floating sum insured declared hereon against all the locations owned and/or occupied by the Insured anywhere in Malaysia.

Provided always that:-

i) There shall be a minimum of ten (10) locations covered under this item in the Policy.
ii) The Sum Insured any one location shall not exceed the limit of RM500,000.00

In the event of any loss or damage, the Company's maximum liability shall not exceed the sum od RM500,000.00 for any one of the unspecified location and the floating sum insured declared hereon in respect of all the unspecified locations covered under the policy.

Note: i) The total sum insured floating for the unspecified locations shall be greater than RM500,000.00

ii) The premium charged is subject to a 25% loading on the highest rate applicable on the policy.

C36C. FLOATING INSURANCE (UNSPECIFIED HOMOGENEOUS LOCATIONS)

The stocks insured under item no (as per schedule) of this Policy is subject to a floating sum insured declared hereon all the locations owned and/or occupied by the Insured anywhere in Malaysia.

Provided always that:-

i) There shall be a minimum of one thousand (1,000) locations under this item at inception of the policy.
ii) The sum insured limit per unit of stock shall not exceed RM5,000.00
iii) The insured shall declare to the Company in writing the total value of the stocks within thirty days of the (as per schedule) (insert the appropriate day or date) of each calendar month.
iv) The basis of value for declaration shall be the full value of the stocks insured, any loss shall be settled on the basis of the market value immediately anterior to the loss.

In the event of any loss or damage, the Company's maximum liability shall not exceed the sum insured limit of RM5,000.00 per unit of stock and the floating sum insured declared hereon in respect of all the unspecified locations covered under the policy.

C37. AUTOMATIC INCLUSION CLAUSE (FOR INSURANCE OF RUBBER TREES ONLY)

Where the Insured has acquired newly planted trees in the existing or in new acreage acquired the insurance hereby extends to cover such acquired newly planted trees in the existing or in the new acreage acquired (but not appreciation in value in excess of the sum insured) specified in item(s) No(s) of this policy for an amount not exceeding in respect of each Scheme 10% of the sum insured and subject to a maximum of RM5,000.00 whichever is the less.

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

C38. TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)

It is hereby agreed that this insurance as to the interest of the Insured where the property insured is used or occupied by a tenant of the insured shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the Insured provided that the insured shall immediately on the same coming to his knowledge give notice thereof to the Company and pay the additional premium (if any) which may be required by the Company from the date of such increase of risk.

Subject otherwise to the terms and conditions of the policy.

C39. SELF-INSURANCE CLAUSE

It is hereby declared and agreed that the Insured agrees to self-insure and that the sum (s) insured nominated under [item(s) No(s) (as per schedule) of this Policy represent(s) only (as per schedule) % of the actual Market Value (or reinstatement value in the event that this Policy is on reinstatement value basis) of the property insured herein.

In consequence of the foregoing, the Insured agrees to be his own insurer for (as per schedule) % and undertakes to bear that rateable proportion of:-

a) each and every loss or damage (including any amounts in respect of fees charges costs and expenses) payable under this policy ; and
b) any expenditure payable in the exercise of condition 18 of this policy.

It is further declared and agreed that in the event the sum(s) insured under [item(s) No(s) (as per schedule) of] this Policy is less than (as per schedule) % of the actual value of the insured property at the time of loss condition 20 of this policy (Average Clause) shall apply accordingly.

C40. AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not insured by the Policy which may be acquired by the Insured during the currency of this Policy is automatically held covered up to 10% of the Policy limit or RM10,000,000.00, whichever is the lower, provided that the Insured shall advise the Company within 30 days of any acquisition of any such properties and shall pay the additional premium from effective date of acquisition.

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

C41. DEDUCTIBLES AND EXCESS CLAUSE

It is hereby declared and agreed that the deductibles and/or excess as specified in the schedule and/or endorsement and/or clauses attaching to this policy shall be applied in the following manner and as ascertained after the application of any condition of average:-

a) only one deductible and/or excess, as may be applicable, will be applied for each and every loss or losses arising out of one event, irrespective of the number of co-insurers;
b) the deductible and/or excess shall be apportioned amongst the co-insurers;
c) the deductible and/or excess apportioned above, shall be applied to the respective rateable liability of each co-insurer;
d) in no event shall the insured be liable to bear more than one policy deductible and/or excess as the case may be.

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

C42A. DATE RECOGNITION (WITH SAVING CLAUSE)

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

A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly caused by, consisting of, or arising from, the failure of 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 2001 that results from the failure or inability of such device and/or software as listed above to:

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

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

3. Capture, save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command, which causes the loss of data or the inability to capture, save, retain or correctly process such data on or alter any date.

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

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

D. It is further understood that the Company will not pay 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 or any consequential loss referred to in A, B, C, or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the policy.

C42B. DATE RECOGNITION (WITH0UT SAVING CLAUSE)
It is noted and agreed this Policy is hereby amended as follows :-

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

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

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

D. It is further understood that the Company will not pay 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 or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the Policy.

C43. WAIVER OF SUBROGATION RIGHTS OF INSURERS
In consideration of the payment of an additional premium, the Company agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the following entity(ies)
(as per schedule)
However, the Company's entitlement to enforce any rights and remedies or to obtain relief or indemnity from any other party(ies) by way of subrogation shall remain unaffected.

C44. VOLUNTARY DEDUCTIBLES
This policy does not cover the amounts of the decutibles stated in the Schedule in respect of each and every loss or series of losses arising out of any one event as ascertained after the application of all other terms and conditions of the policy including any other deductibles and condition of average.
The duration and extent of any loss occurrence arising out of any one event so defined shall be limited to :-
i) 72 consecutive hours as regards cyclone, hurricane, typhoon and/or windstorm.
ii) 72 consecutive hours as regards earthquake, and/or flood (including overflow of the sea).
iii) 72 consecutive hours and within the limits of one city or town as regards civil commotions, riot and strike and/or malicious damage.
iv) 168 consecutive hours for any other catastrophe of whatsoever nature.
Warranted that during the currency of the Policy the insured shall not effect insurance in respect of the amounts of the deductibles stated in the schedule.

C45. PROPERTY DAMAGE CLARIFICATION CLAUSE
Property damage covered under this Policy shall mean physical damage to the substance of property.
Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corrution or a deformation of the original structure.
Consequently the following are excluded from this policy :-
A. loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

C46. RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE
This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :-
1) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3) Any weapon of war employing atomic or nuclear fission and/or fussion or other like reaction or radioactive force or matter.

C47. UNVALUED POLICY CLAUSE
This is an unvalued policy. The onus is on the insured to prove the actual value of the property insured at the time of the happening of its destruction or the actual amount of such damage.

C48. SANCTION EXCLUSION CLAUSE
No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC).

C49. SERVICES TAX CLAUSE
The premium payable by the Insured is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When paying a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

WARRANTIES

W01. RESTRICTION OF MERCHANDISE WARRANTY
Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

W01A. RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)
Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.

W01B. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)
Warranted that during the currency of this Policy not more than10% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W01C. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)
Warranted that during the currency of this Policy not more than 20% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W01D. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)
Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

W02A. DETACHED BUILDING WARRANTY
Warranted that during the currency of this Policy the building Insured by this Policy is detached by at least 5 meters on all sides from any other building (excluding small outhouses)

W02B. DETACHED BUILDING WARRANTY
Warranted that during the currency of this Policy the building (containing the property) insured by item no (as per schedule) of this Policy is detached by at least 6 meters on all sides from any other building (excluding small outhouses)

W02C. DETACHED BUILDING WARRANTY
Warranted that during the currency of this Policy the building (containing the property) insured by item no (as per schedule) of this Policy is detached by at least 10 meters on all sides from any other building (excluding small outhouses)

W03A. STORAGE OF HAZARDOUS GOODS WARRANTY A
Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to the limit of quantities stated below, namely:-

1.	All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 90˚C (200F)	- 3600 Liters (800 gallons)
2.	All liquids including petrol giving off flammable vapour with flashpoint below 38˚C (100F)	- 900 Liters (200 gallons)
3.	Matches, carbides, liquefied petroleum gas (LPG) spontaneously combustion material such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc.	- 30kg or 4 cases or cartons whichever is higher

W03B. STORAGE OF HAZARDOUS GOODS WARRANTY B
Warranted that during the currency of this Policy, the storage of goods and the quantity of the goods stored in or upon the within mentioned premises are in compliance with the Regulations and Law of Malaysia.

W04A. STORAGE OF PETROL WARRANTY
Warranted that during the currency of this Policy the storage of petrol be in accordance with the Government Regulations.

W04B. RESTRICTION OF SPRAY PAINTING/POWDER SPRAYING WARRANTY
Warranted that during the currency of this Policy no spray painting/powder spraying or any process in connection therewith be carried on in the premises described herein.

W04C. PRINTING PROCESS WARRANTY
Warranted that during the currency of this Policy no printing or any process in connection therewith be carried on in the premises described herein.

W06. MOTOR VEHICLE REPAIRS WARRANTY
Warranted that during the currency of this Policy no repair work of any kind on motor vehicles and agricultural implements be carried on in the premises described herein.

W07. SOLVENT EXTRACTION WARRANTY
Warranted that during the currency of this Policy no solvent extraction be carried on in the within described premises.

W08A. SMOKING, DRYING OR STORAGE OF RUBBER WARRANTY
Warranted that during the currency of this Policy no smoking, drying or storage of prepared rubber be carried on in the premises described herein but allowing the storage of liquid latex.

W08B. SMOKING OR DRYING OF RUBBER BY ARTIFICIAL HEAT WARRANTY
Warranted that during the currency of this Policy no smoking of rubber or drying by artificial heat be carried on in the premises described herein.

W08C. DRYING BY ARTIFICIAL HEAT WARRANTY C
Warranted that during the currency of this Policy no drying by artificial heat be carried on unless the furnace for heating and its flues be entirely outside the premises or separated therefrom by a brick, stone or concrete wall not less than 4.5 inches thick passing through the roof, without openings except such as may be necessary for metal pipes, and the heat conveyed by steam, hot water or hot air not directly drawn from the furnace fire or from flue gases.

Note: Where, however the heater house roof abuts the main buildings at a lower level than the main roof such wall need only be carried up to the eaves of the main roof.

W09. REMOVAL AND BURNING OF WOOD WASTES WARRANTY
Warranted that during the currency of this Policy:-
a) all shavings, sawdust and other refuse be removed from the premises regularly but not less than three (3) times a week and not allowed to accumulate.
b) no shavings, sawdust or other refuse be burned (other than in a brick incinerator or furnace used in connection with the insured's business) within 30 meters (100 feet) of any building forming part of the insured premises.

W10. BURNING OF SAWDUST (WITHIN 100 FEET) WARRANTY
Warranted that during the currency of this Policy:
i) no power (other than electric); and
ii) no artificial heat be used; and
iii) that shavings, sawdust and refuse be removed daily from the premises and be not burned (other than in a brick incinerator or furnace used in connection with the insured's business) within 30 meters (100 feet) thereof.

W11A. STORAGE OF UNHEWN LOGS (WITHIN 15 METRES) WARRANTY
Warranted that during the currency of this Policy no unhewn logs be stored or stacked within 15 meters (50 feet) of the sawmill.

W11B. STORAGE OF SAWN TIMBER (WITHIN 100 FEET) WARRANTY
Warranted that during the currency of this Policy no sawn timber be stored or stacked within 30 meters (100 feet) of the sawmill.

W12. VACANT RISK WARRANTY
Warranted that at no time during the currency of this Policy shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

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

W13A. PLACTICS WARRANTY A
Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; silicone resins; fluorocarbons; polyester resins including alkyd resins, polyvinyl acetate; polyvinyl butyrate; epoxy resins, amino resins will be used or stored in the within described premises.

W13B. PLASTICS WARRANTY B
Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than polystyrene; acetal resins; acrylic resins; acrylonitrile butadeine styrene (a.b.s.) resins; ethyl cellulose; polypropylene; polythene/polythylene; methyl methadrilate; cellulose acetate; cellulose acetate butyrate; cellulose propionate; polymethyl methacrylate; polyvinyl chloride will be used or stored in the within described premises.

W13C. PLASTICS WARRANTY C
Warranted that during the currency of this Policy no nitrocellulose based plastics or foamed or expanded plastics be manufactured, used or stored in the within described premises.

W14. FUEL STORAGE TANKS INSTALLATIONS WARRANTY
Warranted that during the currency of this Policy the Fuel Storage Tank Installations comply with the following regulations:-
a) Tanks must be of steel and placed at least 2 feet below the surface of the ground and must be filled only from the open through oil-tight pipes fitted with screwed caps or valves.
b) Motor vehicles must stand in the open when their tanks are being filled.
c) No artificial light other than electric light may be used near tanks or pumps.

Note: the filling of tanks under balconies or verandahs is not to be considered as non compliance with (a) and (b) above.

W15. STORAGE TANKS INSTALLATION WARRANTY
Warranted that during the currency of this Policy no mineral or rock oils or liquid products or mixtures thereof giving off an inflammable vapour below 150F (closed cup test) shall be stored or deposited in, or within 50 feet of any tank, barrels, tins or drums insured or the contents of which are insured hereby.

W16. CURING BARNS (SOURCE OF FUEL) WARRANTY
Warranted that during the currency of this policy the furnaces and/or stoves of the curing barns are fired by gas, oil and/or electricity.

W17. MANUFACTURE AND STORAGE OF PAINTS, ETC. WARRANTY
Warranted that during the currency of this Policy no manufacturing or storage of oil paints, enamels, lacquers, varnishes, varnish stains, cellulose paints or paint thinners, removers or renovators be carried on within the insured premises.

W18. USE & STORAGE OF FOAMED PLASTICS AND FOAMED RUBBER WARRANTY
Warranted that during the currency of this Policy no foamed rubber or goods made therefrom be used or stored.

W19. REGULAR INSPECTIONS WARRANTY
Warranted that during the currency of this Policy the premises be inspected at the end of each day for smouldering matches, tobacco or other materials and signed reports made thereon by the employee(s) responsible for such inspection. The reports to be examined at least once each week by the Management.

W20. BITUMINOUS MATERIAL/SOLVENTS WARRANTY
Warranted that during the currency of this policy no bituminous material and/or solvents having a flash point (closed cup test) below 32˚C (90 F) be used or stored within the insured premises.

W22. LIQUIFIED PETROLEUM GASES WARRANTY
Warranted that during the currency of this Policy, relevant government regulations dealing with storage or use of liquified petroleum gases shall be complied with at all times.

W23. USE OF ELECTRICITY AND/OR SOLAR POWER ONLY WARRANTY
Warranted that during the currency of this Policy, no power other than electricity and/or solar power be used for heating purposes.

W24A. SPRAY PAINTING WARRANTY (A)
Warranted that during the currency of this Policy in the part of the premises used for spray painting*:-

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

b) All paints, lacquer, petrol, solvents, diluents, and thinners, be stored in a building used exclusively for that purpose or in a brick and/or cement concrete-built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door or hardwood or of incombustible material.

c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be one done in the open air.

d) No artificial lighting, other than explosion-proof or flame-proof electric lights be used.

e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

Note*: to be replaced with the words “spray painting and powder spraying” in the event risk involve two processes.

W24B. SPRAY PAINTING WARRANTY (B)
In consideration of the payment of an additional premium, it is hereby agreed that spray painting* is allowed to be carried on in the premises described herein.
Note*: To be replaced with the words “spray painting and powder spraying” in the event risk involve two processes.

W25A. POWDER SPRAYING WARRANTY (A)
Warranted that during the currency of this policy in the part of the premises used for power spraying: -

a) No cleaning off, mixing, powder spraying or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and an adequate means of ventilation/pneumatic extraction system should be provided.
Compartments should be constructed of brick and/or cement concrete having floor and roof. any support should be of incombustible material and any communication be fitted with door(s) of hardwood or incombustible material.

b) All electrical lightings and fittings in the powder spraying compartment should be of explosion/flame proof types and no artificial lightings and other spark producing equipment’s should be used in the compartment.

All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrappers and the residue placed in water.

W25B. POWDER SPRAYING WARRANTY (B)

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

W26. PREMIUM WARRANTY
It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer 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 insurer shall be entitled to the pro rata premium on the period they have been on risk.
Where the premium payable pursuant to this warranty is received by an authorised agent of the 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 authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

W27. SILENT RISK WARRANTY
Warranted that during the currency of this policy the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on.

It is further warranted that the insured premises not be used for the storage or deposit of goods.

DISPUTE

If you feel that our service to you needs improvement, please let Us have your feedback by contacting us by post at: Complaint Management Unit
Pacific & Orient Insurance Co Berhad (19721000959) (No. 12557W)
11th Floor, Wisma Bumi Raya,
No. 10, Jalan Raja Laut
50350 Kuala Lumpur , Malaysia

Or by telephone on 1 800 88 2121 or +603 2698-5033
Facsimile Number: +603 2694-4209
E-mail: pob@pacific-Orient.com

We assure You that Your feedback will be looked into.

Avenue Of Claim Appeal

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

Procedure for Complaint to OFS

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at: Complaint Management Unit.

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Pacific & Orient Insurance Co Berhad to a dispute, or Pacific & Orient Insurance Co Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

- Email : enquiry@ofs.org.my
- Facsimile Number : +603 2272 1577
- Postal address : Chief Executive Officer

Ombudsman for Financial Services
(Formerly known as Financial Mediation Bureau) Level 14, Main Block
Menara Takaful Malaysia No.4, Jalan Sultan Sulaiman 50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Pacific & Orient Insurance Co Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Pacific & Orient Insurance Co Berhad or visit the OFS website at www.ofs.org.my

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Pacific & Orient Insurance Co Berhad should they be dissatisfied with the outcome by the OFS.