



POLICY WORDING

# SME



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# General Terms and Conditions

## 1 Cover

- 1.1 The Company shall provide cover within the terms described within each of the Policy Sections shown as purchased on the schedule to this Policy.
- 1.2 The cover provided by each policy section purchased and shown on schedule shall be subject to
  - (a) the general terms and conditions set out below at Section 3;
  - (b) the limits of liability, sub-limits of liability, and retentions specified in the schedule;
  - (c) the exclusions, definitions and special conditions contained within each section
- 1.3 In the event of any conflict between these general terms and conditions, and any provision contained within any Policy Section, the provision contained within the Policy Section shall prevail for the purposes of the cover contained within that section only.

## 2 Definitions

- 2.1 **“Policy”**  
means includes this document, the Policy Sections, insurance proposal, schedule, conditions, exclusions, terms, attachments, special specifications, warranties and policy endorsements which are deemed part of the same insurance contract.
- 2.2 **“Policy Sections”**  
means the policy sections listed more particularly at Contents
- 2.3 **“Company”**  
means AIG Malaysia Insurance Berhad (795492-W)
- 2.4 **“Insured”**  
means the entity named in the Schedule
- 2.5 **“Policy Period and/or Period of Insurance”**  
means as stated in the Schedule

## 3 General Conditions

### 3.1 Premium Warranty Endorsement

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.

### 3.2 Warranty in Event of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render this Policy or the respective Certificates of Insurance as the case may be, null and void and Benefit due hereunder shall be or become forfeited.

### 3.3 Sanctions Clause

#### 3.3.1 Sanction Exclusion Clause – applicable to Fire, Property All Risks, Consequential Loss and All Risks sections

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) or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### 3.3.2 Sanction Exclusion Clause – applicable to Burglary, Money, Glass, Liability, Machinery Breakdown, Electronic Equipment, Fidelity Guarantee, Group Personal Accident, Employers Liability and Workmen's Compensation sections

The Insurer shall not be deemed to provide cover and the Insurer shall not 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, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### 3.4 War and Terrorism Exclusion Endorsement

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any

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action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 3.5 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 corruption 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."

### 3.6 Jurisdiction Exclusion Clause

Unless specifically expressed, it is agreed that the insurance coverage afforded under all Sections above do not cover:

- (a) damages for bodily injury and/or property damage in respect of judgment not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- (b) defense costs and/or costs and expenses of litigation recovered by any claimant from the Insured, which are not incurred in and recoverable in Malaysia.
- (c) any occurrences, claims made, suits filed or judgments rendered in the United States of America, its territories or possessions and Dominion of Canada.
- (d) countries under the sanction of the United States of America or Canada.

### 3.7 Date Recognition

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 as its true calendar date; and/or
  - (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).
- (c) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
- (d) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

#### Saving Clause

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from insured peril as defined in the policy.

### 3.8 Effective Date:

The effective date of this Policy is as stated in the Policy Schedule.

### 3.9 Completeness Of Document:

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

### 3.10 Due Observance Of Policy Terms:

The due observance and fulfillment of the Terms of this Policy is so far as they relate to anything to be done or not

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

### 3.11 Communication:

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company

### 3.12 Alterations:

The Company reserves the right to amend the terms and provisions of this Policy and may at any time be amended and changed by written agreement between the Company and the Insured. Any amendment to this Policy shall be binding on all persons whether insured under this Policy prior to, during, or after the effective date of the amendment. No alteration in this Policy shall be valid unless approved by an authorized representative of the Company and such approval be endorsed herein.

### 3.13 Notice of Claim:

Written notice of claim must be given to the Company within fourteen (14) days after the date of loss. The Insured Member hereunder shall produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim. Written notice of claim given by or on behalf of the Named Insured Member to the local Office of the Company, or to any authorized official of the Company providing information sufficient to identify the Insured Member shall be deemed notice to the Company. For convenience a notification format is attached at end of the Policy.

### 3.14 Proof of Loss:

Written proof of loss must be furnished to the Company at its said office within ninety (90) days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

### 3.15 Limitation of Claims:

No claim benefits shall be payable under this Policy if presented to the Company beyond a period of one (1) year from the date of loss.

### 3.16 Receipts:

The Company shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the Policy and the receipt of the Insured Member for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

### 3.17 Legal Proceedings:

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required

by the Policy.

### 3.18 Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the company.

### 3.19 Subrogation.

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

### 3.20 Changes.

Notice to any agent or knowledge possessed by any agent or by other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or change, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

### 3.21 Cancellation.

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

### 3.22 Mis-Representation in Application:

The benefits shall not be payable and the Policy shall be considered voidable at the option of the Company in the event that (a) there has been a failure to disclose or there has been any misrepresentation of any fact with respect to the Insured or Insured Member that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or (b) in all cases of fraud.

### 3.23 Compliance with Policy Provisions:

Failure to comply with any of the provisions contained in this Policy and the Certificate of Insurance shall invalidate all claims hereunder.

### 3.24 Arbitration Clause

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

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

### 3.25 Limitation of Time of Bringing Arbitration:

If a claim is made under the Policy and is rejected by the Company, the Insured or his/her legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.

### 3.26 Assignment:

No assignment of interest under this Policy shall be binding upon the Company.

### 3.27 Renewal:

This policy may be renewed upon receipt of renewal of premium and with the consent of the Company from term to term.

### 3.28 Terms of Policy Conformed to Statute:

Terms of this policy which are in conflict with the statutes of the country wherein this policy is issued are hereby amended to conform to such statutes.

### 3.29 Severability:

Any provision of this Policy or of any Section which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or Sections hereof.

### 3.30 Declaration:

By acceptance of this policy the insured agrees that the statements in the declarations are the agreements and representations of the insured, that this policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the insured and the company or any of its agents relating to this insurance.

### 3.31 Governing Law

This Policy is governed by Malaysian Law.

### 3.32 Bank Holiday/Public Holiday

Shall mean a day that is a gazetted national public holiday recognized in Malaysia.

### 3.33 Duty of Disclosure

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

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

Where you have applied for this Insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our 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 your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

## Property All Risks

### 1 Cover

The Company will indemnify the Insured, at its option by payment, repair, reinstate or replace up to the respective limits specified in the Schedule against accidental physical loss of or damage to the Property Insured whilst in the Insured Location of Risk by any cause not excluded under this Section occurring during the Period of Insurance.

Provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall not in any event exceed:

1. In respect of each item the Sum Insured stated in the Schedule or in the whole the total Sum Insured hereby;
2. Any limit of liability shown in the Schedule; or such other sum or sums as may be substituted by endorsement hereon or attached hereto signed by or on behalf of the Company.

### 2 Exclusions

#### 2.1 Excluded Property

This section of the Policy does not cover:

- (i) Money, cheques, bullion, negotiable instruments and securities of all kinds, any curiosity, rare books or works of art (other than drawing, painting and sculpture of individual value not exceeding RM1,000 per item) furs, garments trimmed with fur, jewelry, watches, pearls set or unset, precious stones, gold, silver, platinum or other precious metal and alloy;
- (ii) Documents, manuscripts, plans, drawings, designs, patterns, models, moulds, business books or computer systems records for the value to the Insured of the information contained therein;
- (iii) Property sold by the Insured under conditional sale, trust agreement, installment plan or deferred payment plan or after delivery to customers;
- (iv) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like;
- (v) Property in transit other than within the Insured Location of Risk specified in the Schedule;
- (vi) Property or structures in the course of demolition, construction or erection and materials or supplies in connection therewith.
- (vii) Land (including top-soil back-fill drainage or culverts), water (except in fire-fighting equipment, tanks or as otherwise described), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property or underground off-shore property;
- (viii) Livestock, growing crops or trees;
- (ix) Offshore property, offshore and/or onshore drilling and production rigs;

- (x) Space and space related property such as satellite, space-craft, launch vehicles and major components thereof from the beginning of pre-launch;
- (xi) Property (except glass/signboard) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related material and supplies;
- (xii) Machinery during installation, removal or re-siting (including dismantling and re-erection) if directly attributable to such operations;
- (xiii) Property undergoing alteration, repair, testing, installation or servicing including materials and supplies if directly attributable to the operations or work being performed thereon unless damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss;
- (xiv) Property in course of manufacture or processing operations. If such loss, destruction or damage is sustained while the property is being actually being processed, manufactured, tested or otherwise being worked upon (work in progress) and directly resulting from such work unless damage by a cause not otherwise excluded ensues then the Company will be liable only for such ensuing loss;
- (xv) Property more specifically insured;
- (xvi) Damage to property that is already covered by a marine policy or policies except in respect of any excess beyond the amount payable under such marine policy or policies had this policy not been effected;
- (xvii) Damage to boilers, economizers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture;
- (xviii) Transmission, distribution and communication lines of any type or description; except when located at the covered location or within 100 meters thereof;
- (xix) Personal property in the Insured's care, custody, and control while the Insured is acting as a bailee, a warehouseman, or a carrier for hire; and
- (xx) Electronic data.

#### 2.2.1 Excluded Causes

This section of the Policy does not cover:-

- 1 (a)(i) faulty or defective design materials or workmanship, latent defect, gradual deterioration, deformation, distortion or wear and tear, corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot fungus, shrinkage, evaporation, loss or weight, pollution, contamination, change in color, flavor, texture or finish, action of light, vermin, insects, marring or scratching, or inherent vice.

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- (ii) Interruption of the water supply, gas, electricity or fuel systems, or failure of the effluent disposal systems from the Insured Location of Risk.
- (iii) Settling or bedding down of structures shrinkage or expansion of foundation walls floors or ceilings.
- (iv) cost for normal upkeep, normal making good and the maintenance.
- (v) any fraudulent scheme, trick, device or false pretense, practiced upon the Insured or upon any person(s) having care of the Property Insured at such time.
- (vi) crime, acts of infidelity, or acts of dishonesty, on the part of the Insured or any of the employees of the Insured.
- (vii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials, or shortage due to clerical or accounting error.
- (viii) cracking, fracturing, collapse or overheating of boilers, economizers, vessels, tubes or pipes, nipple leakage, or the failure of welds of boilers.
- (ix) mechanical or electrical breakdown, or derangement of machinery or equipment, including electronic installations, computers and data processing equipment.
- (x) damage to boilers, economizers, turbines or other vessels, machinery or apparatus, in which pressure is used, or their contents resulting from their explosion or rupture.
- (xi) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Insured Location of Risk becomes unoccupied and so remains for a period of more than 7 days.
- (xii) the freezing, solidification or inadvertent escape, of molten or gaseous material.
- (xiii) false programming, punching, labeling or inserting, inadvertent cancelling of information, or discarding of data media and loss of information caused by magnetic fields.
- (xiv) burglary, robbery or theft/full theft of property/money or any attempt thereat.
- (xv) Flood unless expressly stated in the Schedule.

### Exceptions to the above:

- (a) Damage by a cause not excluded in the Section ensues and then the Company shall be liable only for such ensuing Damage and/or
- (b) such loss is caused directly by Damage to the Property Insured or to Insured Location of Risk containing such property by a cause not excluded in the Section.
- (c)(i) coastal or river erosion
- (ii) storm, tempest, water and rain to property in the open (other than property designed to exist and operate in the open).

### 2.2.2 Damage caused by or arising from

- (a) any willful acts or willful negligence on the part of the Insured and his representatives or any person acting on his behalf.
- (b) cessation of work.
- (c) non-material damage/non-physical damage of every kind.
- (d) delay, loss of use or loss of market
- (e) consequential losses of any description other than those insured under Consequential Loss Section.

### 2.2.3 Damage occasioned directly or indirectly by or through or in consequence 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)(i) permanent or temporary dispossession resulting from confiscation, nationalization commandeering or requisition by any lawfully constituted authority
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company are not relieved of any liability to the Insured in respect of Damage to the Property Insured, occurring before dispossession or during temporary dispossession, which is otherwise insured by this Section.
- (d) the destruction or seizure of property by order of any public authority unless as a direct result of an insured physical damage event.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of Exclusions 2.2.3(a) and (b) above any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

### 2.2.4 Damage directly or indirectly caused by, or arising from, or in consequence of or contributed to by

- (a) Nuclear weapons or material
- (b) Ionizing, radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 2.2.4(b) combustion shall include any self-sustaining process of nuclear fission.



**2.3 Additional Exclusion Clauses**

**2.3.1 Electronic Data Exclusion**

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:-

(a) This Section does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programme, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses, 'worms' and 'time or logic bombs'

b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Section, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to Property Insured by this Section directly caused by such peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Section or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Section suffer physical loss or damage insured by this Section, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Section does

not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**2.3.2 Asbestos and Related Materials Exclusion Clause**

Notwithstanding any provision in the section to which this clause is attached, this Section does not insure against loss, damage, costs or expenses arising out of or in connection with :-

a) Asbestos, dioxin or polychlorinated biphenols (hereinafter referred to as "materials") removal from any structure, or fixture, or item of personal property, or product, unless the "materials" are damaged by an insured peril under the section;

b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating "materials";

c) Any governmental direction or request declaring that "materials" present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the section to which this clause is attached other than as above stated.

**2.3.4 Pollution and Contamination Exclusion Clause**

This section does not cover any loss arising from Pollution and Contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by;

i. Pollution or contamination which itself results from a peril insured against;

ii. Any peril insured against which itself from a pollution or contamination

Any liability in connection with disposed or dumped waste materials or substances is also excluded.

This section also does not cover expenses, fines, penalties or costs incurred or sustained by the Insured or imposed on the Insured at the order of the government agency, court or other authority in connection with any kind of description of pollution or contamination.

**3 Definitions**

3.1 "Buildings and Outbuildings"

means the building(s) at the Insured Location of Risk and includes structural improvements and outbuildings, landlord's fixtures and fittings, walls, gates, fences, sealed paths and driveways, lights and signs, aerials, antennae and dishes and underground and above ground services connected to the building and storage tanks, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the Insured Location of Risk and the like and the insurance by

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each item under contents extends to include the contents of each outbuilding.

### 3.2 "Contents, Fixtures and Fittings and Plant and Machinery"

means equipment, plant, fixtures, fittings and furniture used by the Insured at the Insured Location of Risk.

(i) Where the Insured is a tenant:-

(a) fixtures and fittings installed by the Insured; and

(b) the Insured's landlord's fixtures and fittings for which the Insured is responsible for under the terms of the Insured's lease

(ii) Where the Insured is the owner of the property:-

(a) Computer systems, records, documents, manuscripts plans, drawings, designs, business books and other documents but only for their value in their unused state or as stationery

(b) Paintings, works of art and curios

(c) Patterns, models, moulds, dies and cast for the value shown in the Insured's financial records, if not repaired or replaced

3.3 "Insured Location of Risk" means the location of the risk as stated in the Schedule.

3.4 "Schedule" means the document issued together with the policy wordings detailing particulars of the Insured, location of risk and benefits under the policy wording.

3.5 "Stock"

(a) Stock in trade, merchandise, raw materials including work in progress and packaging materials used by the Insured in the business and

(b) Customers' goods for which the Insured is legally responsible

3.6 "Other Property Values"

means the value of the property as described in the Schedule

3.7 "Property Insured" refers collectively to the property specified in the Schedule, Buildings and Outbuildings, Contents, Fixtures and Fittings and Plant and Machinery, Stock, Other Property Values, Policy Floater and Glass and Signboard.

3.8 "Policy Floater"

means Contents, Fixtures and Fittings, Plant and Machinery and/or Stock that is moved around the different Insured Location of Risk insured under this item.

3.9 "Glass and Signboard"

means any materials of similar quality (including any writing, painting, lettering or ornamentation thereon or alarm tapes.

## 4 Conditions

### 4.1 Alterations and Repairs

Workmen are allowed on or about the Property Insured to carry out alterations and repairs provided the trade manufacture nature of occupation and/or construction of the building remains unchanged.

### 4.2 Automatic Reinstatement

#### (Not Applicable to policies with Flood cover)

The total Sum Insured shall not be reduced by the amount of a loss provided that the Insured pays any additional premium that may be required on the amount of loss from the commencement date of reinstatement to the date of expiry of the period of insurance.

### 4.3 Average Relief (85%)

If, at the time of reinstatement in the terms of the Reinstatement Value Clause of the policy, the sum representing eighty-five per cent (85%) of the cost which would have been incurred in reinstatement, replacement or repair of the whole of the Property Insured 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 Insured by any other insured peril then the Insured shall be considered as being his own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the Property Insured and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Section shall separately be subject to this condition.

### 4.4 Branded Goods/Branded Stock

In the event of a claim for loss or destruction of or damage to the Property Insured by this Section, any salvage of branded goods and/or merchandise, whether the Insured's own or held by the Insured in trust or on commission and/or goods sold but not delivered, shall not be disposed of by sale without the prior consent of the Insured.

If such salvage is not disposed of by sale then the loss, destruction or damage will be assessed at the value agreed between the Insured and the Company after brands, labels or names have been removed by or on behalf of the Insured.

**4.5 Breach of Conditions and/or Warranties**

The conditions and warranties of this Section shall apply individually to each of the risks insured and not collectively to them. Thus a breach in any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the cover in respect of the other risks.

Any breach of the said warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice in writing be given to the Company immediately upon such breach coming to their knowledge and such additional premium as may be required by the rules and practice of the Company be paid with effect from the day the Warranty or Warranties was or were first breached.

The Clause shall not affect the Premium Warranty applicable to this Section.

**4.6 Cessation of Risk**

Under any of the following circumstances the insurance under this Section 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 section:

- (a) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the Property Insured be changed in such a way as to increase the risk of loss or damage
- (b) if the building insured or containing the Property Insured becomes unoccupied and so remains for a period of more than 30 days
- (c) if the 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 passes 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 Property Insured is situated has been issued.

**4.7 Contract Price**

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 .

**4.8 Contribution**

If at the time of any physical loss, destruction or damage happening to any subject matter insured there be any other subsisting insurances whether by the Insured or by

any other person or persons covering the same subject matter, the Company shall not be liable to pay or contribute more than their rateable proportion of such physical loss, destruction or damage.

**4.9 Deductibles**

This Section does not cover the amounts of the deductibles stated in the Schedule with respect to each and every loss.

**4.10 Designation of Property**

For the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

**4.11 Forfeiture**

If any claim upon this section be in any respect fraudulent 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 section or if the loss destruction or damage be occasioned by the willful act or with the connivance of the Insured all benefit under this section shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of General Terms and Conditions 3.24 of this section) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award all benefit under this section shall be forfeited.

**4.12 Company's rights after a loss**

On the happening of any physical loss or physical damage to any of the Property Insured by this Section the Company may:-

- (a) enter and take and keep possession of the building or Insured Location of Risk where the loss or damage has happened;
- (b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the Insured Location of Risk 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 this Section or if any claim is made until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Section in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company or shall

## Property All Risks

hinder or obstruct the Company in the exercise of its powers hereunder benefit under this Section shall be forfeited.

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

### **4.13 Hire Purchase or Leasing**

The hire purchase company or lessors named in the Schedule (referred to as the Owners hereinafter) are the owners of the Property Insured and that the Property Insured is the subject of a hire purchase or leasing agreement made between the Owners

of the one part and the Insured of the other part. Any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Section shall be made to the Owners of the Property Insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Notwithstanding any proviso in the hire purchase or lease agreement to the contrary, this Section is issued to the Insured named in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an 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 Section. It is also understood and agreed that the Insured shall not assign his rights benefits and claims under this Section without the prior consent in writing of the Company.

### **4.14 Internal Removal**

In the event of removal of Property Insured from one building to another at any of the aforesaid situation being inadvertently not advised to the Company, the Insurance on such Property shall follow removal, the necessary adjustments in sums insured and premium being made with effect from the date of removal as soon as the oversight is discovered.

### **4.15 Misdescription**

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Section so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### **4.16 Reinstatement**

The Company may at its option reinstate or replace the Property Insured that is damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or companies 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 elects to reinstate or replace the Property Insurance, the Insured shall, at their own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company is unable to reinstate or repair the Property 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 the Property Insured if the same could lawfully be reinstated to its former condition.

The Company shall not be liable beyond the actual cash value of the Property Insured at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost the Insured to repair or replace the same with material of like kind and quality.

### **4.17 Reinstatement Value Clause**

**In addition to Clause 4.16  
(Not applicable to stock-in-trade)**

It is hereby declared and agreed that in the event of the Property Insured under the Policy is 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 Property Insured 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 on condition that the liability of the Company does not increase) 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.

## Property All Risks

(2) Until expenditure has been incurred by the Insured in replacing or reinstating the Property Insured 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 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 Insured has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage the Property Insured by any other peril insured against by this Policy, then the Insured shall be considered as being the 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 clause applies shall be separately subject to the foregoing 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 times as the Company may in writing allow, his intention to replace or reinstate the Property Insured destroyed or damaged.

(b) The Insured is unable or unwilling to replace or reinstate the Property Insured 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 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 Insured 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.

### 4.18 Safeguards and Maintenance

The Insured shall at all times and as far as is reasonably practicable take steps to safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions, manufacturer's recommendations and other regulations relating to the safety use and inspection of the Property Insured.

### 4.19 Salvage and Recoveries

All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this Section, shall reduce the loss accordingly.

## 5 Extensions

**(The following extensions are covered in this Section)**

### 5.1 Appraisalment

If the aggregate claim for any one loss, destruction or damage does not exceed RM5,000, by the item or items

affected, no special inventory or appraisalment of the undamaged Property Insured shall be required.

If two or more buildings are included as a single item, this extension shall apply to the range of buildings and/or contents by the item or items affected.

### 5.2 Architect's Surveyor's and other Consultant's Fees Clause

The Property Insured under this Section hereby includes Architect's, Surveyor's, Consulting Engineer's Fees and any other relevant professional fees necessarily incurred in the repair and/or reinstatement of the Property Insured consequent upon its physical loss, destruction or damage, including fees incurred to determine the extent of the physical damage or physical loss and all other reasonable costs and expenses, 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 physical loss, destruction or damage.

The Company's maximum liability under this clause shall not exceed the sum stated in the schedule for which the item is insured or not exceeding the sum insured against each item.

### 5.3 Capital Additions Clause

The insurance under this Section hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Property Insured under this Section hereof for an amount not exceeding RM2,000,000/- (Malaysian Ringgit Two million only) it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### 5.4 Civil Authority

Notwithstanding anything contained in this Section, property which is insured under this Section is also covered against the risk of physical loss, destruction or damage arising from the action of any civil authority during a conflagration or other catastrophe or peril insured by this Section and for the purpose of preventing, minimizing or retarding same and shall also include the closure of any Insured Location of Risk/operation by civil authority due to the operation of a peril insured against.

The Company's maximum liability under this clause shall be limited to RM10,000 for each and every loss and in the annual aggregate.

### 5.5 Cost of Re-erection

The Insurance in this Section extends to include the reasonable costs and expenses necessarily incurred by the Insured to re-erect or re-install the insured machinery and plant in consequence of physical destruction or damage by any of the insured perils, provided that the total amount

recoverable under any item of this Section shall not exceed RM20,000 for every occurrence.

### 5.6 Demonstration and Exhibition

This Section extends to cover loss or damage by fire or any insured perils to the Property Insured whilst on demonstration or exhibition at any Insured Location of Risk of Class 1A or 1B construction anywhere in Malaysia, up to a limit of RM25,000 for every occurrence.

### 5.7 Deterioration of Stocks

The Insurer will indemnify the Insured for up to RM2,000 in the aggregate in any one Period of Insurance for loss of or damage or deterioration of food in any refrigeration units within the Property Insured whilst in the insured Location of Risk due to:

- (a) Accidental damage to refrigerating equipment;
- (b) Failure of public electric supply;
- (c) Accidental escape of refrigerant gas

Provided that:

The Insured had maintained the refrigerating equipment in good working order and had at all material times undertaken precautions to keep it in a proper state of repair.

#### Special Exceptions

This extension shall exclude loss or damage resulting from:

- (a) A deliberate act of any power supply authority;
- (b) The withholding or restricting of power by such authority;
- (c) A deliberate act or neglect of the Insured or member of the Insured's household or sole proprietor, director, partner, officer or servant of the Insured;
- (d) Refrigeration units which are more than 6 years old;
- (e) Consequential loss of any kind;
- (f) The imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;
- (g) Loss or damage arising from faulty packing or storage, inherent defects, contamination or disease;
- (h) Faults or defects known to the Insured or any of the Insured's employees at the time the contract was arranged and not disclosed to the Insurer;
- (i) Forced quarantine, evacuation or epidemic which affects the local power grid.

### 5.8 Expediting Expenses Clause

The indemnity provided under this Section extends to include the extra charges, costs and expenses reasonably incurred by the Insured in the reinstatement, replacement or repair of the Property Insured including overtime, night work, work on public holidays, express freight, airfreight, custom duties and the like.

The Company's maximum liability under this clause shall be limited to RM10,000 for each and every loss.

### 5.9 Leased Property

This Section extends to indemnify any other party having an interest in the Property Insured by virtue of and in accordance with the terms of a mortgage, leasing, hiring or renting agreement, provided such property is not more specifically insured.

Where the Insured enters into a lease agreement for occupancy of any building or part of a building and the terms of such lease contain a disclaimer clause in favor of the lessor, the Insurance provided by this Section will not be prejudiced by the Insured agreeing to such terms.

### 5.10 Mortgagee Clause

It is noted and agreed that the Property Insured by this Section has been mortgaged with :

(as specified in the Schedule under "Financial Interest")

and that in consequence thereof it has been agreed with the said mortgagee and the Insured that in case of loss, if any, payable under this Section, any payment up to the amount to which the said mortgagee is entitled for principal, interest occurred and costs shall be made to the said mortgagee without prejudice to the rights the Insured has on the difference. This clause is to be null and void on receipt of advice from the said mortgagee that they are no longer interested in the Property Insured under this Policy.

### 5.11 New Locations

The Company will hold covered any new location(s) within Malaysia (subject to building of Class 1A construction) acquired by the Insured during the Period of Insurance, subject to a limit of ten per cent (10%) of the Sum Insured or RM500,000, whichever is lesser per location. The Insured shall declare to the Company within thirty (30) days from the date of occupation of the new Insured Location of Risk and an additional premium shall be charged accordingly.

### 5.12 Other Contents Clause

It is hereby agreed that the term "Other Contents" is understood to include:-

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding Ringgit Malaysia One Thousand (RM1,000) for each and every loss.
- (b) Documents, manuscripts and business books but only for the value of the together with the cost of clerical labor expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding Ringgit Malaysia One Thousand (RM1,000) in respect of any documents, manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with cost of clerical labor 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 Ringgit Malaysia One Thousand (RM1,000).

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(d) Patterns, models, moulds, plans and designs for an amount not exceeding Ringgit Malaysia One Thousand (RM1,000).

And so far as they are not otherwise insured:-

(e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding Ringgit Malaysia One Thousand (RM1,000) in respect of any one employee.

### 5.13 Public Authority Clause

It is hereby declared and agreed that the insurance under this Section 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 By-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 By-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 Section,
  - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
  - (iv) in respect of undamaged property or undamaged portions of property.
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen;
- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-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 By-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

(3) If the liability of the Company under (any item of) the Section apart from this extension shall be reduced by the application of any of the terms and conditions of the Section 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 Section shall not exceed the Sum Insured thereby.

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

### 5.14 Removal of Debris

The insurance under this Section 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 this Section 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 section.

The Company's maximum liability under this clause shall not exceed the sum stated in the Schedule for which the item is insured or not exceeding the Sum Insured against each item.

### 5.15 Temporary Removal Clause

The insurance under this Section is extended to cover machinery, plant, equipment and furniture excluding stocks insured under this Section is covered (limited to ten per cent (10%) of the Sum Insured in respect of such item for every occurrence, whichever is lower) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose elsewhere on the same location or to any other Insured Location of Risk and in transit thereto and there from by road, rail or inland waterway all in Malaysia. Provided the period of temporary removal does not exceed thirty (30) continuous days.

The amount recoverable under this Extension in respect of the Property Insured so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Insured Location of Risk from which the said Property is temporarily removed.

This extension does not apply to:

- (a) property that is not the Property Insured;
- (b) stock and merchandise of every description;
- (c) motor vehicles and motor chassis with regard to losses occurring elsewhere than at the Insured Location of Risk from which such property is temporarily removed;

## Property All Risks

- (d) property (other than machinery and plant) held by the Insured in trust as regard losses occurring elsewhere than at the Insured Location of Risk from which such Property is temporarily removed.

### 5.16 Temporary Storage Clause

The Property Insured (excluding buildings) under this Section is covered whilst temporarily stored elsewhere PROVIDED that:-

- (a) the period of temporary storage shall not exceed 60 days;
- (b) the liability of the Company is limited to RM500,000 for each and every loss (applicable separately for respective Declarations hereto) 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) The Insurance under this Section does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis.

### 5.17 Tenants' Improvements

This Section extends to include improvements and alterations to landlord's property insofar as the Insured is responsible therefore. The Company shall not be liable in respect of the above for any amount which the Insured may be able to recover from the owner of the building.

### 5.18 Vehicle Load Clause

In the event of any Insured's vehicles being left loaded overnight whilst in or on the Insured Location of Risk the Company will indemnify the Insured in respect of such load in the event of physical loss or physical damage by any perils insured against under this Section.

**The following peril is not covered unless expressly stated in the Schedule**

### 5.19 Flood

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 Section shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage

directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

### Excess Clause

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

- (a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
- (b) the first RM2,500.00 of each and every loss whichever shall be the less, as ascertained after the application of any condition of average.

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 purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

### Special Conditions

(1) This endorsement does not extend the insurance under this Section to cover:-

- (a) Consequential loss of any kind.
- (b) Loss or damage caused by hail whether driven by wind or not.
- (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Section.
- (d) Loss or damage caused by explosion
- (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 effected.

(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 this Section.



# Burglary

## 1 Covers

Subject to the Insuring Agreement of the Policy, the Company agrees subject to the Terms of this Section, that if the Property Insured described in the Policy Schedule, or any part of such property be lost due to BURGLARY OR ROBBERY as defined hereunder, the Company will pay or make good to the Insured such loss up to the limit specified in the Policy Schedule, subject always to the adequacy of coverage.

### Coverage A – Burglary

#### 1.1 Loss of Merchandise; Premises Damage

To pay for loss by Burglary or by Robbery of a Watchman, while the Premises are not opened for business, of stock and merchandise, office and manufacturing equipment, furniture, fixtures and fittings within the Premises or within a showcase or show window used by the insured and located outside the Premises but inside the building line of the building containing the Premises or attached to said building.

#### 1.2 To pay for loss of merchandise within the safe by Safe Burglary or attempt thereat while the Premises are not opened for business.

To pay for damage to the insured merchandise within the Premises or within such showcase or show window and to the Premises by such burglary, Safe Burglary, Robbery of a Watchman, or attempt thereat, provided with respect to damage to the Premises the insured is the owner thereof or is liable for such damage.

### Coverage B – Robbery

#### 1.3 To indemnify the Insured for loss of stock and merchandise from within the Premises arising from Robbery, committed by any person or persons except as stated in the Exclusions.

## 2 Exclusions

#### 2.1 This section does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others;
- (b) to loss due to war, whether or not declared, civil war, strike, riot, civil commotion, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
- (d) to loss of manuscript, records or accounts;
- (e) to loss of furs or articles containing fur which represents their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the Premises or by an accomplice of any such person;
- (f) to loss occurring while there is any change in the condition of the risk, such as when the door or window

of the premises is damaged by typhoon or during a fire in the premises;

- (g) to damage by vandalism or malicious mischief;
- (h) Mere disappearance of the property insured hereunder is not a loss covered hereby. Any shortage disclosed by any inventory is not covered hereby unless such shortage can be reasonably shown to have been occasioned by robbery. In such event, there shall be deducted from the amount thereof, when determined, an amount equal to the average shortage revealed five annual physical inventories increased or decreased by the percentage of increase or decrease, if any, in the total gross sales for the twelve months period immediately preceding the date of the claim over or under (as the case may be) the average annual gross sales for the said five-year period.

## 3 Definitions

For the purposes of this section of the policy only,

- 3.1 **“Premises”** means the interior of that portion of any building at the location designated in the declaration which is occupied by the insured in conducting the business as stated therein, but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways.
- 3.2 **“Burglary”** means the criminal abstraction of insured property (1) from within the premises by a person making criminal entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals, upon, or physical damage to the exterior of the premises at the place of such entry, or (2) from within a showcase or show window outside the premises by a person making criminal entry into such showcase or show window by actual force and violence of which force and violence there are visible marks thereon.
- 3.3 **“Robbery of a Watchman”** means the taking of insured property by violence or threat of violence inflicted upon a private watchman employed exclusively by the insured and while such watchman is on duty within the premises.
- 3.4 **“Safe Burglary”** means the criminal abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making criminal entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the criminal abstraction of such safe from within the premises.
- 3.5 **“Loss”** includes damage.

# Burglary

## 4 Conditions

### 4.1 Insured's Duties When Loss Occurs:

Upon knowledge or discovery of loss or of an occurrence whichever earlier which may give rise to a claim for loss, the insured shall (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police; (b) file detailed proof of loss, duly sworn to, with the company within "four months after the discovery of loss".

Upon the company's request (1) the insured shall furnish a complete inventory of all property not stolen or damaged, stating the original cost and actual cash value and quantity thereof, and (2) the Insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

### 4.2 Limits of Liability Settlement Options:

Subject to any application of the coinsurance requirement, the limit of the Company's liability for loss shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the property with other of like kind and quality, nor the applicable limit of liability stated in the declaration; provide however, the limit of the Company's liability for loss of the contents of any showcase or show window not opening directly into the interior of the premises is RM380.00 or its equivalent, provided, the actual cash value of property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

The occurrence of any loss shall reduce the applicable limit of Liability by the extent of the Company's Liability for such loss and such reduced Limit of Liability shall be the Limit of the Company's liability in respect of any further losses or damage occurring during the current Policy Period unless the Company consent upon payment of additional premium to reinstate the full Limit of Liability.

Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability.

### 4.3 Ownership of Property Interests Covered:

The insured property may be owned by the Insured or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable, provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

### 4.4 Joint Insured:

If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

### 4.5 Books and Records:

The insured shall keep records of all the insured property in such manner that the company can accurately determine there from the amount of loss.

### 4.6 Other Insurance:

If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

## 5 Clauses and Endorsements

### 5.1 Appraisal Clause

If the aggregate claim for any one loss does not exceed RM5,000/- or 5% of the sum insured whichever is the lesser by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

### 5.2 Contract Price Clause

It is 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 sale the sale contract is by reason of loss or damage by the coverage hereby insured against cancelled, 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 average the value of all goods to which this Clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

### 5.3 Designation Clause

It is hereby declared and agreed that for the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

# Burglary

## 6 Additional Extensions

The following Additional extensions are covered only if indicated in the schedule:

### 6.1 Public Holiday Increase

It is hereby declared and agreed that the maximum limit of liability for any one loss shall increase by a percentage as specified in the schedule for any day or days running consecutively and immediately following Bank Holiday, Public Holiday, Saturday and Sunday.

# Money

## 1 Cover

Subject to the Insuring Agreement of the Policy, the Company agrees subject to the Terms of this Section, that if the Property Insured described in the Policy Schedule, or any part of such property be lost due to ROBBERY and/or SAFE BURGLARY, the Company will indemnify such loss up to the limit specified in the Policy Schedule, subject always to the adequacy of coverage.

### (1) Money on Premises

**Coverage A – Robbery Inside the Premises**

- 1.1 To pay for loss of money and securities by robbery or attempt thereat within the premises.
- 1.2 To pay for damage to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

**Coverage B – Safe Burglary**

- 1.3 To pay for loss of money and securities from within the vault or locked safe or locked cash register or locked drawer or locked steel cabinet by burglary or attempt thereat.
- 1.4 To pay for damage to premises caused by burglary or attempt thereat, provided with respect to damage to the premises the Insured is the owner thereof or is liable for such damage.

### (2) Money in Transit

**Coverage C – Robbery Outside the Premises**

- 2.1 To pay for loss of money and securities by robbery or attempt thereat outside the premises while being conveyed by a messenger.

## 2 Exclusions

- 2.1 This Section does not insure against:
  - (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, whether acting alone or in collusion with others;
  - (b) to loss of manuscripts, books of account or records;
  - (c) to loss due to war, whether or not declared, civil war, strike, riot, civil commotion, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
  - (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
  - (e) to loss occurring while there is any change in the condition of the risk such as when the door or window of the premises is damaged by typhoon or during a fire in the premises;
  - (f) to damage by vandalism or malicious mischief;
  - (g) to loss due to use of any key or duplicate thereof irrespective whether the key belongs to the Insured or not.

## 3 Definitions

For the purposes of this section of the policy only,

- 3.1 **“Money”** means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held

for sale to the public.

- 3.2 **“Securities”** means all negotiable and non-negotiable instruments of contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.
- 3.3 **“Premises”** means the interior of that portion of any building at a location designated in the declarations which is occupied by the insured in conducting the business as stated therein.
- 3.4 **“Messenger”** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the money/securities outside the premises.
- 3.5 **“Custodian”** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
- 3.6 **“Guard”** means any male person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.
- 3.7 **“Robbery”** means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt criminal act committed in his presence and of which he was actually cognizant, provided such other act it is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under Coverage A, (a) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
- 3.8 **“Safe Burglary”** means the criminal abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making criminal entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the criminal abstraction of such safe from within the premises.
- 3.9 **“Loss”** includes damage.

# Money

## 4 Conditions

- 4.1 Insured duties when loss occurs.** Upon knowledge or discovery of loss or of an occurrence, whichever earlier, which may give rise to a claim for loss, the insured shall: (a) give notice thereof immediately to the company or any of its authorized agents and also to the police; (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.

Upon the Company's request, the insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

- 4.2 Limits of liability settlement options.** The limit of the Company's liability for loss shall not exceed the applicable limit of liability stated in the declarations, nor what it would cost at the time of loss to repair or replace or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of liability stated in the declarations is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner hereof. Any property so paid for or replaced shall become the property of the Company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

Subject to the other provisions of this condition, any payment made by the Company because of loss under Coverage B shall reduce the applicable limit of liability, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the company.

- 4.3 Ownership of property interests covered.** The insured property may be owned by the Insured or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable, provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

- 4.4 Joint insured.** If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

- 4.5 Books and records.** The insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.

- 4.6 Other insurance.** If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

## 5 Additional Extensions

**The following Additional extensions are covered only if indicated in the schedule:**

### 5.1 Public Holiday Increase

It is hereby declared and agreed that the maximum limit of liability for any one loss shall increase by a percentage as specified in the schedule for any day or days running consecutively and immediately following Bank Holiday, Public Holiday, Saturday and Sunday

# Liability

## 1 Cover

- 1.1** In consideration of the premium payable by the Insured to the Company, the Company will indemnify the Insured against their liability to pay Damages within the limits defined by each insured sub-section of this Section of the Policy arising out of the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such sub-section and of the Policy as a whole. Further, indemnity applies only to such liability arising from Business carried on within the territorial limits as specified in the Schedule.

## 2 Exclusions

The Company shall not be liable under this Section to make any payment for Damages:

- 2.1** arising out of, based upon or attributable to bodily injury, property damage personal injury or advertising injury due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.
- 2.2** arising out of, based upon or attributable to bodily injury or property damage arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any contemporaneous or ensuing bodily injury or property damage caused by fire, looting or theft.
- 2.3** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.
- 2.4** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.
- 2.5** arising out of, based upon or attributable to bodily Injury or Property Damage arising out of Offshore work
- 2.6** directly or indirectly caused by or contributed to by or arising from:
- (i) nuclear weapons material;
  - (ii) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from

the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;

- 2.7** for any liquidated or punitive or exemplary damages, civil or criminal fines or penalties
- 2.8** arising from the actual or alleged breach of any professional duty by the Insured
- 2.9** for any Financial Loss
- 2.10** this insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

The exclusions set out at each subsection following shall apply to the cover provided under the relevant subsection.

## 3 Definitions

- 3.1 "Injury"**  
means death, bodily injury, illness or disease of or to any person;
- 3.2 "Damages"**  
means any amount that an Insured shall be legally liable to pay to a Third Party in respect of judgments rendered against an Insured, or for settlements negotiated by the Company with the consent of the Insured in respect of any Claim, and shall include claimants' costs, fees and expenses.
- 3.3 "Off shore Work"**  
means embarkation onto a conveyance until disembarkation from such conveyance onto land for the purpose of travel to or from transit between work on any offshore structure platform installation or accommodation vessel
- 3.4 "Property Damage"**  
means loss of possession or control of or actual damage to tangible property;
- 3.5 "Pollution"**  
means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- 3.6 "Product"**  
means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- 3.7 "Terrorism"**  
means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce

## Liability

a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized by Malaysia's Government as an act of terrorism

### 3.8 "Financial Loss"

Means financial loss caused by the loss of money or securities owned by any third party

## 4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

### 4.1 Indemnity to Others

The indemnity granted extends to:

- (i) at the request of the Insured, any party who enters into an agreement with the Insured for any purpose of the Business, but only with the express agreement of the Company as specified in the Schedule, and to the extent required by such agreement to grant such indemnity and subject always to Clause 5.2(iv);
- (ii) officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- (iii) at the request of the Insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- (iv) the officers committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- (v) the personal representatives of the estate of any person indemnified by reason of this Clause in respect of liability incurred by such persons;  
provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Insured.

### 4.2 Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to the Company's total liability not exceeding the stated Indemnity Limits.

### 4.3 Defence Costs

The Company will pay all costs, fees and expenses incurred with their prior consent by the Insured ("Defence Costs")

- (i) in the investigation, defence or settlement of;
- (ii) as a result of representation at any inquest, inquiry or proceedings in respect of matters which have a direct relevance to;  
any occurrence which forms or could form the subject of indemnity by this Policy.

### 4.4 Indemnity Limits

The Company's liability to pay damages (including, Defence costs, claimant's costs, fees and expenses) shall not exceed

the sum stated in the Schedule against each Subsection in respect of any one occurrence or series of occurrences arising from one originating cause, but under Subsection 2 Pollution Liability and Subsection 3 Product Liability the Indemnity Limits represent the Company total aggregate liability in respect of all occurrences during the Policy Period. Should liability arising from the same originating cause form the subject of indemnity by more than one subsection of this Policy Section, each subsection shall be subject to its own Indemnity Limit, provided always that the total amount of Company's liability shall not exceed the greatest Indemnity Limit available under any one of the subsections providing indemnity.

## 5 Subsection 1 - Public Liability

### 5.1 Indemnity

The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance but not against liability arising out of:-

- (i) Pollution
- (ii) or in connection with any Product

### 5.2 Exclusions

This sub-Section does not cover liability:

- (i) arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than claims:
  - (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - (c) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking and only if such cover is specified in the Schedule, and only to the limit specified therein;  
provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;
- (ii) arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);
- (iii) for and/or arising out of Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than:
  - (a) premises (or the contents thereof) temporarily occupied by the Insured for work therein and/or other property temporarily in the Insured's possession for work thereon (but no indemnity is

## Liability

- granted for Damage to that part of the property on which the Insured is working and which arises out of such work);
- (b) clothing and personal effects belonging to employees and visitors of the Insured;
  - (c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
  - (d) If the Schedule specifies a sum insured for Goods in care, custody and control, and only to the limit as specified for any occurrence or series of occurrences arising from one event
- (iv) assumed under any contract or agreement unless and to the extent such liability would have attached in the absence of such agreement.
- (v) in respect of any customer goods covered under any Innkeepers' Liability Act or similar unless a sum insured is specified in the Schedule, and only to that sum insured any one occurrence and in the aggregate for one policy period.
- (vi) for which the insured or any carrier as his Company, may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law.

- (ii) If any Product from one prepared or acquired batch of Products causes Property Damage to property of or Injury to more than one person, all Property Damage and Injury resulting from that batch shall be considered as arising out of one originating cause ['CONNECTED CLAIMS'];

### 7.2 Exclusions

This Subsection does not cover liability:-

- (i) for and/or arising out of Property Damage to any Product or part thereof;
- (ii) for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- (iii) arising out of the recall of any Product or part thereof;
- (iv) In respect of any Products which with the knowledge of the Insured are incorporated into any aircraft or craft made or intended to be airborne
- (v) arising out of the faulty or negligent design, formula, specification, plan advertising material or printed instructions of or for the product;
- (vi) arising out of Pollution
- (vii) for which the insured or any carrier as his Company, may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law.

## 6 Subsection 2 - Pollution Liability

### 6.1 Indemnity

The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that such Pollution:

- (i) was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;
- (ii) was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

### 6.2 Exclusions

This subsection is subject to the Exclusions of subsections 5.2 and 7.2, and also does not cover liability for and/or arising out of:

- (i) Damage to premises which are presently or were at any time previously tenanted by the Insured;
- (ii) Damage to land or water within or below the boundaries of any land or premises which is presently or was at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

## 7 Subsection 3- Products Liability

### 7.1 Indemnity

- (i) The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance alleged to have been caused by any Product



# Machinery and MBLOP

## Machinery Breakdown

### 1 Cover

The Company agrees that subject to terms exceptions limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured as hereinafter specified.

### 2 Exclusions

The Company shall not be liable in respect of:

- 2.1 Any consequence whether direct or indirect of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection Military or Usurped Power Confiscation or Destruction or Requisition by order of the Government or any Public Authority Riot Strike Lock-out Civil Commotion or persons taking part in Labor Disturbances or malicious persons acting on behalf of or in connection with any Political Organization. In any action suit or other proceeding where the Company allege that by reason of the provisions of this Exception any loss destruction damage or liability is not covered by this Insurance the burden of proving that such loss destruction damage or liability is covered shall be upon the Insured.
- 2.2 (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission
- 2.3 Any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- 2.4 Loss damage or liability which at the time of happening of such loss damage or liability is insured by or would but for the existence of this Policy be insured by any other 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.
- 2.5 Loss damage or liability to faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Company
- 2.6 Loss damage or liability arising out of a deliberate act or the deliberate neglect of the Insured.

### 3 Definitions

No additional definitions apply to this Section of the Policy.

### 4 Conditions

#### (1) Alterations and Modifications

Notice of any intended alteration of or departure from

normal working conditions which would materially affect the risk of damage must be given to the Company in writing. The Company shall not be liable for any damage resulting from an aggravated risk unless prior approval of the modification has been obtained from the Company. If the Company cannot approve any such modifications the Company may cancel the insurance on the machinery affected making a return of premium proportionate to the unexpired period of insurance.

#### (2) Examination

The Company' officials or representatives shall have the right at all reasonable times to inspect and examine any machinery insured by this Section. Dismantling and reassembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Company and the Insured shall mutually agree for the making of such examinations

#### (3) Transfer

The insurance granted by this Section shall cease to attach to any items described in the Schedule in which the interest in the insurance shall pass from the Insured otherwise than by Will or Operation of Law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon

#### (4) Precautions

The Insured shall at all times take precautions to keep the machinery in a proper state of repair to enforce the observance by all persons of all proper safeguards against damage to the machinery and to ensure that all statutory and other regulations relating to the operation and inspection of the machinery are observed

#### (5) Claims

On the happening of any event giving rise or likely to give rise to a claim under this Section coming to the knowledge of the Insured the Insured shall

- (a) give notice thereof to the Company or their nearest representative as soon as possible
- (b) take precautions to prevent any further loss or damage  
The Company shall not be liable in respect of any further damage arising out of the continued use of damaged Machinery until such Machinery shall have been repaired to the satisfaction of the Company
- (c) take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall without the consent of the Company be made after the event until the Company shall have had an opportunity of inspection
- (d) take all practical steps including in the case of property stolen or lost or willfully damaged the giving of immediate notice to the police to recover any property and to discover and punish any guilty person
- (e) forward to the Company every letter writ summons or process immediately on receipt thereof and give notice to the Company in writing immediately they shall have knowledge of any impending prosecution or inquest in

connection with any accident for which there may be liability under this Section

- (f) when called upon to do so furnish to the Company in writing all details of the event together with such evidence vouchers proofs and explanations as the Company may reasonably require together with a Statutory Declaration in verification thereof if requested
- (g) at the expense of the Company do or 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 or remedies or 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 under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company

### **(6) Entry of Possession**

On the happening of any event in respect of which a claim is or may be made under this Section the Company and every person authorized by the Company may without thereby incurring any liability enter any premises where an accident has happened and may take and keep possession of and deal with any salvage This Section shall be proof of leave and license for so doing If the Insured or anyone acting on his behalf shall obstruct or prevent the Company or authorized person from so doing all benefits under this Section shall be forfeited. No property may be abandoned to the Company

### **(7) Control of Claims**

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require

### **(8) Discharge of Liability**

The Company may pay to the Insured in the case of any claim the amount of the maximum liability of the Company as stated in this Policy or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Company shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Company are liable hereunder incurred prior to the date of such payment

### **(9) Settlement**

The Company may at their own option repair replace or reinstate any damaged item or part thereof or pay the amount of the damage in money. The Company shall not be responsible for temporary repairs and any consequences thereof nor for the cost of alterations additions improvements or overhauls carried out on the occasion of a repair

## **5 Additional Clauses and Endorsements**

### **5.1 Continuously Attended Warranty**

The said boilers only be operated by attendants holding a valid certificate of competency issued under the appropriate Boiler Act.

### **5.2 Inspection Machinery Department Clause**

It is hereby warranted that all plant described in the Schedule is inspected by inspectors appointed by Machinery Department, Government of Malaysia.

### **5.3 Data Distortion/Corruption Endorsement**

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

The Company will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- (a) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- (b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
- (c) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential loss described in (a), (b), or (c) above is excluded regardless of any other cause that contributed concurrently or in any other sequence. In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms, conditions and exclusions of this policy remain unchanged.

### **5.4 Millennium Bug Exclusion Endorsement**

The policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure 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 inability 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

## Machinery and MBLOP

date otherwise than as its true calendar date; and/  
or

- (3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such damage or Consequential Loss described in (a), (b) or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. All other terms, conditions and exclusions of this policy remain unchanged.

### 5.5 Political Risk Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

“Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation”

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

If the Company's allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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## MBLOP

### 1 Cover

**1.1** The Company hereby agrees with the Insured that if during the period of insurance or any renewal thereof the business carried on by the Insured at the premises specified in the schedule(s) is interrupted or interfered with in consequence of an accident (as hereinafter defined) of any machinery described in the list of machinery and plant insured, then the Company shall in respect of each subject matter insured indemnify the Insured against the amount of loss as hereinafter defined resulting from such interruption or interference

**1.2** Provided that the liability of the Company in no case exceeds in respect of each subject matter insured in any one year of insurance the sum expressed in the schedule(s) to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereinafter be substituted therefor by endorsement signed by or on behalf of the Company

#### **1.3** Basis of Insurance

The cover provided under this Section shall be limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity hereunder shall be

(i) in respect of reduction in turnover: the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period, in consequence of the accident, falls short of the standard turnover

(ii) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of the gross profit as may cease or be reduced in consequence of the accident,

provided that if the sum insured hereunder is less than the sum produced by applying the rate of gross profit to the annual turnover, the amount payable is proportionately reduced.

### 2 Exclusions

This Section shall not cover any loss resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

**2.1** loss or damage due to fire, direct lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of buildings, flood,

inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;

**2.2** loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;

**2.3** loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

**2.4** loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;

**2.5** loss or damage arising out of the wilful act or gross negligence of the Insured or his representatives;

**2.6** any consequence of law, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;

**2.7** any consequence of nuclear reaction, nuclear radiation or radio-active contamination;

**2.8** loss of or damage to

(i) foundations and masonry, unless specifically included and described in the list of machinery and plant insured;

(ii) exchangeable and replaceable parts such as bits, drills, knives, saw blades;

(iii) dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls;

(iv) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetics, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars, burner jets;

(v) operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants;

**2.9** repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale, sludge or other sediment, rust or scratching of painted or polished surfaces, or by any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action, but the Company shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this Policy;

**2.10** shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other

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materials required for proper operation, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved;

- 2.11 any restrictions on reconstruction or operation imposed by any public authority;
  - 2.12 the Insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
  - 2.13 loss of or damage to machinery, mechanical installations and their additional installations or other items which are not listed in the list of machinery and plant insured, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved;
  - 2.14 loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date when the machinery affected by an accident is again in operating condition and the business could have been resumed, if said lease, licence or order, etc. had not lapsed or had not been suspended or cancelled.
- In any action, suit or other proceeding where the Company alleges that by reason of the provision of exclusions 3-7 above any loss is not covered by this Section, the burden of proving that such loss is covered shall be upon the Insured.

### 3 Definitions

For the purposes of this section of the policy only,

#### 3.1 Gross Profit

means the amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The values of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

#### 3.2 Specified Working Expenses

means the variable expenses of the business which are not insured by this Policy:

- (1) turnover and purchase taxes
- (2) purchases (less discount received)
- (3) carriage, packing and freight

#### 3.3 Turnover

means the money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises

#### 3.4 Indemnity Period and Time Excess

means the period not exceeding the indemnity period limit stated in the list of machinery and plant insured commencing with the occurrence of the accident during which the results of the business are affected in consequence of such accident, provided always that the Company are not liable for the amount of loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the business resulting in a claim under this Section.

#### 3.5 Rate of Gross Profit

means the rate of gross profit earned on the turnover during the financial year immediately before date of accident to which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.

#### 3.6 Standard Turnover

means the turnover during that period in the twelve months immediately before the date of the accident which corresponds to the indemnity period to which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.

#### 3.7 Annual Turnover

means the turnover which the Insured would have been able to obtain but for the accident during the twelve months immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

#### 3.8 Accident

means unforeseen and sudden physical loss or damage occurring to the insured machinery and necessitating its immediate repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion (as defined hereunder), tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded hereinafter whilst such machinery is

- (i) working or at rest
- (ii) being dismantled, moved or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery has successfully completed its performance acceptance tests.

### 4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this Section of the policy only:

#### 4.1 Benefits from Other Premises

If during the indemnity period goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others acting on his

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behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the turnover during the indemnity period.

### 4.2 Return of Premium

If the Insured declares at the latest six months after the expiry of any policy year that the gross profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of the difference.

If any accident has occurred giving rise to a claim under this Section, such return shall be made in respect only of so much of said difference as is not due to such accident.

### 4.3 Relative Importance

The term "relative importance" referred to in the list of machinery and plant insured shall be the percentage effect which a breakdown of a particular machine will have on the total gross profit, disregarding any loss-minimizing measures. If in the event of an accident affecting an insured item of machinery the percentage of relative importance stated in the list of machinery and plant insured for this item is lower than the actual percentage of relative importance subsequently arrived at for the period of interruption, the Company shall only be liable to indemnify the proportion which the percentage of relative importance stated in the list of machinery and plant insured bears to the actual percentage.

### 4.4 Overhauls

In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.

### 4.5 Benefits after Recommissioning

If during a period of six months immediately following the recommissioning of insured machinery after an accident, the Insured derives benefits from deferred sales or from increased production and/or profits as a consequence of an interruption, such benefits shall be taken into account in determining the indemnity payable under this Policy.

### 4.6 Reinstatement of Sum Insured

For the period following the occurrence of an accident up to the end of the policy period the sum insured shall be reinstated by payment of an additional premium on a pro rata basis, such premium to be calculated from that part of the sum insured which corresponds to the indemnity paid; the agreed sum insured shall remain unaltered.

### 4.7 Material Damage Cover Machinery Insured

The machinery described in the list of machinery and plant insured shall be covered against machinery breakdown during the currency of this Section.

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

4.9 (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Company by telegram or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured item and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

(c) Dismantling and reassembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Company and the Insured mutually agree upon for the making of such examinations.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Section is confirmed in writing by the Company.

4.10 The Insured shall be obliged to keep complete records. All records, e.g. inventories, production and balance sheets, for the three preceding years shall be held in safe keeping or, as a precaution against their being simultaneously destroyed, the Insured shall keep separate sets of such records.

4.11 In the event of any occurrence which gives rise or is likely to give rise to a claim under this Policy, the Insured shall

(a) immediately notify the Company by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;

(b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom;

(c) as far as may be reasonably practicable, without causing any increase in the period of interruption or interference, take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim;

(d) discontinue the use of any damaged machinery unless the Company authorize otherwise, and the Company shall not be liable in respect of any further interruption or interference arising out of the continued use of any damaged machinery without their having given their consent to such use until said machinery has been repaired to the satisfaction of the Company.

4.12 In the event of a claim being made under this Section not later than thirty days after the expiry of the indemnity period or within such further times as the Company may allow in writing, the Insured shall at his own expense deliver to the Company a written statement setting forth particulars of his claim together with details of all other policies covering the accident or any part of it or consequential loss of any kind resulting therefrom, and the Insured shall at his expense also produce and furnish to the Company such books of account

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and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.

- 4.13** In the event of an accident to any insured machinery likely to give rise to a claim hereunder the Company shall have the right to take over and control all necessary repairs or replacements.
- 4.14** In the event of any occurrence in respect of which a claim is or may be made under this Section the Company and every person authorized by the Company may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any condition of this Section, enter any building where the loss has happened and may take possession of or require that any of the machinery be rendered to them and may keep possession of and deal with such machinery for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Company so to do. If the Insured or anyone acting on his behalf does not comply with the requirements of the Company or hinders or obstructs the Company during any of the abovementioned acts, then all benefit under this Section shall be forfeited.
- 4.15** The indemnity shall fall due two weeks after its final determination. If after the expiry of one month since the beginning of an interruption of or interference with the business and after the expiry of each further month it is possible to determine the minimum amount which the Company are liable to pay for the elapsed period of interruption, the Insured shall be entitled to demand that such amount be paid to him as an installment of the total indemnity. The Company shall be entitled to postpone payment
- (a) if there is any doubt as to the Insured's right to receive payment, until the necessary proof is furnished;
  - (b) if, as a result of any physical loss or damage or any interruption of or interference with the business, police or penal investigations have been initiated against the Insured, until the completion of such investigations.
- The Company shall not be liable to pay interest other than interest for default.

## 5 Additional Clauses and Endorsements

### 5.1 Millennium Bug Exclusion Endorsement

The policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure 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 inability 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 otherwise than as its true calendar date; and/or
  - (3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above. Such damage or Consequential Loss described in (a) or (b) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. All other terms, conditions and exclusions of this policy remain unchanged.

# Electronic Equipment

## 1 Covers

### 1.1 Material Damage

In the event of any unforeseen physical loss of or damage during the period of insurance specified in the Schedule or any renewal of that period to any part of the Items described under this Section of the Schedule from any cause whatsoever other than those specifically excluded, the Company will pay for all such loss or damage up to an amount not exceeding, in respect of each of the Items, the sum set opposite thereto in the Schedule and not exceeding in all the Total Sum Insured.

Particularly the insurance shall cover loss or damage caused by:

- (a) negligence, improper handling, willful acts of third parties;
- (b) short circuit, over voltage, induction;
- (c) fire lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- (d) water, moisture, inundation;
- (e) burglary, theft, robbery, plundering and sabotage
- (f) acts of God;
- (g) faulty construction, error in design, defects in material, bad workmanship

This insurance applies whilst the Insured Items are within the precincts of the Situations.

### 1.2 Data Media / Rewriting records

#### Only applicable if specified in the Schedule

It is hereby understood and agreed that, subject to the terms, exclusions and conditions contained in the Policy or endorsed thereon, the Company will indemnify the Insured for loss of or damage to the Data Media explicitly specified in the Schedule.

### 1.3 Increased Cost of Working

The Company hereby agree with the Insured that if any physical loss or damage insurable under Section 1 of this Policy gives rise to a total or partial interruption of the normal functions of any Item entered under Section 2 of the Schedule, the Company will indemnify the Insured for the actual additional expenditures as specified in the Schedule which were necessarily and reasonably incurred during the Indemnity Period for the sole purpose of avoiding or diminishing the effects of such interruptions or interference. Particularly, this Section shall cover additional expenditures incurred for:

- (a) the use of substitute items;
- (b) the application of other operating or manufacturing methods;
- (c) the hiring of services or the purchasing of, semi-manufactured or finished products.

## 2 Exclusions

### Exclusions applying to Cover 1.1 Material Damage:

#### 2.1 The Company shall not be liable for:

- (i) Loss or damage due to faults or defects known to the Insured or any of his responsible employees at the time of entering into this insurance and not disclosed to the Company;
- (ii) Wasting or wearing away or wearing out of any part of an Insured Item caused by or naturally resulting from ordinary use or working or gradual deterioration; if an adjacent part of the Insured Item is affected by such loss or damage, the Company shall indemnify according to the terms of this Policy.
- (iii) Consequential loss of any kind or description whatsoever.

### Exclusions applying to Cover 1.2 Data Media/Rewriting Records

#### 2.2 The Company shall not be liable for:

- (i) loss or damage due to faulty data-acquisition, e.g. punching errors.
- (ii) loss or damage consisting solely in the alteration of the machine-readable External Information, without simultaneous loss of or damage to the Data Carrying Material, unless it can be proven that such loss or damage is the result of lightning.

### Exclusions applying to Cover 1.3 Increased Cost of Working:

#### 2.3 The Company shall not be liable for any additional expenditures incurred as a result or consequence of:

- (i) any restriction imposed by any public authority concerning the reconstruction or resumption of operation;
- (ii) the Insured not having, at his immediate disposal sufficient capital for repairing damaged or replacing lost items;
- (iii) any alteration, improvement or overhauling of an Insured Item in connection with an insured loss event;
- (iv) the reinstatement of damaged or lost data and programs and loss or damage to data media;
- (v) the discontinuance of manufacture of the lost or damaged Item or any non-availability of spare parts of series production for such Item.

### General exclusions applying to this section:

#### 2.4 The Company shall not be liable for loss, destruction or damage directly or indirectly caused by or contributed to or arising from:

- (i) nuclear reaction, nuclear radiation or radioactive contamination;
- (ii) earthquake;
- (iii) any willful act of the Insured or his representatives.

If any action or suit or other proceeding where the Company alleged by reason of the General exclusions above, that any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the



# Electronic Equipment

Insured.

## 2.5 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data procession or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

- Fire
- Explosion
- Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed (Response) any one loss, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this

Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## 3 Definitions

### 3.1 Data Media

means the Data Carrying Material, i.e. reemployable storage medium for machine-readable External Information, and the machine-readable External information contained therein.

### 3.2 External Information

means the data stored outside of the central processing unit e.g. in magnetic disks, floppy disks, magnetic tapes, punched cards, magnetic cards.

## 4 Conditions

### Conditions applying to Cover 1.1 – Material Damage

#### 4.1 Insured Items

The Items specified in this Section of the Schedule shall be insured as soon and as long as they are ready for operation. The Items shall be considered as ready for operation as soon as they are prepared to take up work or already in operation upon termination of trial run and - as far as provided - upon termination of trial operation. Provided the Insured Items have once been ready for operation, they remain under insurance cover; also during maintenance, stocking, overhaul or, repair. The same shall apply when the Insured Items are subsequently dismantled or reassembled or tested in trial operation for such purposes.

Tubes and valves are only insured against loss or damage caused by:

- (a) fire, lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- (b) water, moisture, inundation.

Exclusively, if and when they have been made the subject of special agreements, this Policy shall cover the following items:

- (a) mobile items;
- (b) external cables, poles and fittings for external cables;
- (c) underground or buried cable;
- (d) data media

This Policy shall not cover:

- (a) electricity or power sources, unless an indemnifiable loss or damage has occurred to the Insured Item of which such electricity or power source forms a part, or to which it was temporarily attached at the time the loss was incurred.
- (b) auxiliary material, expendable parts and operating media such as developing agents, typewriter ribbons, prepared papers, films, sound carriers such as magnetic tapes and discs, sound pick-up systems including stylus tips of disc recorders, screen plates and type carriers.

## Electronic Equipment

### 4.2 Sum Insured

The Sum Insured for each Item shall not be less than the New Replacement Cost. New Replacement Cost shall mean the current valid list price plus the respective cost for freight and installation; provided that if the Insured Item is no longer specified in price lists at a later date, the latest list price shall apply and be adapted to any change of wages and prices; in the event that an Insured Item cannot be assigned to any list price, the respective purchase or delivery price of this Item shall apply and also be adapted to any change of wages and prices; in the event that neither a list price nor a purchase or delivery price can be determined, the sum of those costs shall apply which in each individual case are necessary for manufacturing the Item in actual design and capacity; Special rebates and price allowances must not be considered. If at the time of loss of or damage to any Item insured under this Policy it is found that the Sum Insured is less than the New Replacement Cost then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sum Insured bears to the New Replacement Cost. Each Item insured under this Policy shall be separately subject to this condition.

### 4.3 Adjustment of the Sum Insured

Should the New Replacement Cost vary by more than 5 percent as Compared with the latest fixing of the Sum Insured or change on account of an extension or alteration of the Insured Item, the Company shall be entitled to increase or reduce the Sum Insured accordingly.

### 4.4 Basis of Indemnity

#### (i) The Company shall at their option indemnify the Insured

- (a) either by repair or replacement of the lost, damaged or stolen Item (compensation in kind); and the replaced parts (salvaged material), shall become the property of the Company;
- (b) or by payment in cash of the cost required for repair or replacement (compensation in money)

#### (ii) If compensation is made in money, the Company shall pay:

- (a) in the case of Partial Loss, the actual repair costs less the value of the salvaged material; when no repair is made, the Company shall compensate for the estimated cost of repair, however, not more than the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage.
- (b) in the case of an actual or constructive Total Loss, the New Replacement Cost Less the value of the salvage of the salvage material; when no replacement is made, the Company shall compensate only for the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage, the same shall apply in the cases specified under No. 3(b).

#### (iii) A loss shall be deemed to be a Partial Loss if the cost-of restoring the damaged Item to its former working condition (repair) plus the value of the salvaged material:

- (a) is less than the New Replacement Cost or
- (b) is less than the Actual Cash Value immediately before the occurrence of the loss or damage with regard to Items for which spare parts of series production are no longer available (Obsolete items) Otherwise the loss shall be deemed to be a Total Loss.

#### (iv) Furthermore, the Company shall compensate for necessary extra charges incurred for:

- (a) express freight;
- (b) overtime, night work, work on public holidays and Sundays.

#### (v) Only subject to, special agreements, compensation shall be paid for:

- (a) extra charges for air freight;
- (b) any cost for masonry, plastering, painting, earth and chisel or similar work.

#### (vi) The Company shall not pay compensation for:

- (a) any cost which would have been incurred even if the loss or damage had not occurred (e.g. for maintenance)
- (b) additional costs of any alteration or improvement of the Insured Item in connection with an insured loss event;
- (c) any other costs which by their nature or amount are not included in the Sum Insured;
- (d) the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.

(vii) If the damaged, Item is provisionally repaired, the liability of the Company shall be limited to the final repair cost which would have been incurred if provisional repairs had not been made.

### Conditions applying to Cover 1.2 Data Media / Rewriting records

#### 4.5 Sum Insured

The Sum Insured shall be the amount required to replace all Data Carrying Material and to reinstate all machine-readable External Information contained therein.

#### 4.6 Basis of Indemnity

The Company shall be liable up to an amount not exceeding the Sum Insured specified per item in the Schedule for the necessarily incurred costs of replacing the Data Carrying Material reinstating the External Information contained therein.

If the reinstatement does not take place within a period of two years following the loss or damage, the Company will only indemnify the actual cash value of the Data Carrying Material at the moment of the loss or damage.

The indemnification for any loss or damage is reduced by the agreed deductible stated in the Schedule.

## Electronic Equipment

### Conditions applying to Cover 2 Increased Cost of Working:

#### 4.7 Annual Sum Insured

The Annual Sum Insured under this Section shall be the total amount which the Company would have to pay as additional expenditures as specified in the schedule for a period of 12 months. The Annual Sum Insured shall be based on the maximum amounts agreed per day and per month as specified in the Schedule.

#### 4.8 Indemnity Period

The Company shall be liable only for additional expenditures arising within the agreed Indemnity Period stated in the Schedule.

The Indemnity Period shall commence at the date of the earliest possible discovery of the physical loss or damage by the Insured in accordance with the technical rules, but at the latest date when additional expenditures arise.

#### 4.9 Basis of Indemnity

- (1) The Company shall be liable up to an amount not exceeding the indemnification agreed per day and per Item the Indemnity Period as specified in the Schedule, however, not exceeding the amount agreed for any monthly period.
- (2) The Company shall not be liable for such additional expenditures which would have been incurred even if there would not have been a physical loss or damage giving rise to a total or partial interruption of the normal functions of an Item entered in the Schedule, particularly if such additional expenditures result from planned or necessary alteration, improvement or overhauling work on the insured Item.
- (3) Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.
- (4) The Company shall not be liable in respect of the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.

### General Conditions applying to this Section:

#### 4.10 Notice and Claims

On the happening of any event which might give rise to a claim under this Policy the Insured shall:

- (a) notify the Company or their nearest representative as soon as possible by telephone, telegram, telex or registered letter, giving an indication of the nature and extent of loss or damage.
- (b) take all reasonable steps within his power to minimize the extent of loss or damage;
- (c) preserve any damaged or defective parts and make them available for inspection by a representative of the Company;
- (d) supply at the request of and free of expense to the Company all proof, information and such other evidence with respect to the claim as the Company may reasonably require;
- (e) notify the Police of any loss or damage due to fire, explosion, burglary, theft and robbery or any attempt there at.

The Company shall not be liable for loss or damage of which no notice has been received by the Company within fourteen days of its occurrence.

#### 4.11 Alteration of Risk

Notice in writing shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this Policy and the Scope of Cover, Sum Insured and/or the Premium shall, if necessary, be adjusted accordingly.

#### 4.12 Precautions

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

#### 4.13 Observance of Terms and Conditions

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

#### 4.14 Payments

Where the Insured named in the Schedule comprises more than one party, any payment under this Policy shall be made to the party named in the Schedule for this purpose, and a formal receipt of which payment by such party or representative shall constitute a full and sufficient release and discharge to the Company.

#### 4.15 Reinstatement of Sum Insured

Following the occurrence of any loss of or damage to any Item insured under any section of this Policy the Sum Insured in respect of such Item shall immediately stand reduced by the amount paid or payable in respect of such loss or damage. Nevertheless, the Sum Insured shall be reinstated to the full amount stated in the Schedule in respect of such Item from the time of the occurrence of the loss or damage provided that an additional premium calculated on a pro-rata basis from the date of the occurrence to the expiry of the Policy shall be paid by the Insured upon any amount so reinstated.

#### 4.16 Internal Breakdowns

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or, endorsed thereon, the Company will not indemnify the Insured for costs which are usually covered by a maintenance agreement.

Especially not for costs of rectification (including costs for search and fault identification) of

- (1) mechanical or electrical failure, malfunction, derangement or breakdown;
- (2) loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion

## Electronic Equipment

provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

Subject of maintenance as far as this endorsement is concerned are:

- security checks
- preventative maintenance
- repair of defects due to wear and tear
- repair of defects occurred during normal operations without external influence.

### 4.17 Maintenance

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or endorsed thereon, the Company will indemnify the Insured for loss of or damage to the Insured Item only if the Insured has concluded a comprehensive maintenance agreement.

Nevertheless, the Company will not indemnify the Insured for costs which are covered by this maintenance agreement. Especially not for costs of rectification (including the costs of search and fault identification) of

- (1) mechanical or electrical failure, malfunction, derangement or breakdown
- (2) loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion, provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

Subject of maintenance as far as this endorsement is concerned is:

- security checks
- preventative maintenance
- repair of defects due to wear and tear
- repair of defects occurred during normal operations without external influence.

## 5. Additional Clauses and Endorsements

### 5.1 Computer Virus and External Networks Endorsement

It is understood and agreed, notwithstanding any provision to the contrary within this Policy or any endorsement thereto, the following is included:

This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA caused by a COMPUTER VIRUS or the FAILURE OF AN EXTERNAL NETWORK or loss of use, reduction in functionality, cost or expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and

manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Failure of an external network means failure of some or all services provided by an internet service provider, or telecommunications provider outside a radius of 150 metres from the insured location specified in the original policy.

### 5.2 Data Distortion/ Corruption Exclusion Endorsement

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

The Company will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- (1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- (2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (3) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such damage or consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

### 5.3 Political Risk Exclusion Endorsement

This Policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

### 5.4 Nuclear Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that

## Electronic Equipment

this insurance excludes 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:

Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against in this Policy. However, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

This endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 5.5 Memo A

It is hereby declared and agreed that this Policy does not cover the following:

- (a) non-electronic equipment
- (b) electronic equipment more than 10 years old
- (c) earthquake and volcanic eruption

### 5.6 Millennium Bug Exclusion Endorsement

The Policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure 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 inability to:

- (1) Correctly recognize any date as its true calendar date:
- (2) Capture, save, 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 after any date.

- (b) It is further understood and the Company will not pay for the repair or modification of any part of an electronic data processing system on its related equipment, to correct deficiencies or features of logic or operation

- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, Inspection installation maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above

Such damage or consequential loss described in (a), (b) & (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. This endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike & civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami. Freeze or weight of snow.

All other terms, conditions and exclusions of this policy remain unchanged.

### 5.7 Temporary Storage Clause

The property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia 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 RM100,000 whichever is the lower for property covered under this clause.
- (c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- (d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor 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).

### 5.8 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.

### 5.9 Computer System 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.

## Electronic Equipment

**The following Additional extensions are covered only if portable equipment is covered as stated in the schedule:**

### **5.10 Endorsement 101/1A (Applicable To Mobile Equipment)**

Portable equipment (loss through theft)

It is agreed and understood that, subject to the Terms, Exceptions and Conditions contained in the Policy or endorsed thereon, the Company shall indemnify the Insured for loss of, or damage to:

- (a) Portable electronic equipment if used outside of the Insured Location.
- (b) In the event of loss through burglary and/or theft, the Insured's deductible shall per the Original Policy's deductible of the indemnifiable loss, or at least the original deductible as laid down in the contract, whatever is higher.
- (c) If the Insured Item was stolen (burglary/theft) out of a vehicle, the Company shall only be liable to pay indemnify if:
  - The vehicle had a hardtop roof;
  - The vehicle was properly locked after having been parked;
  - It can proven that the item was stolen (burglary/theft) between 6.00 and 22.00 hours; (this time restriction is not applicable if the vehicle was parked in a locked garage or on a guarded parking lot);
  - The Insured Item was stored inside the vehicle where it was not visible from outside, e.g. the car boot.

# Fidelity

## 1 Cover

- 1.1. The Company agrees to indemnify the Insured against loss of money or other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts of an Employee or Employees, acting alone or in collusion with others and discovered not later than twelve months (known as Discovery Period) after the termination of :-
- (i) the insurance in respect of such employee or;
  - (ii) this Policy whichever occurs first; and
  - (iii) for auditor's fees incurred with the Company's written consent solely to substantiate the amount of any claim made this clause, to an amount not exceeding in the aggregate the amount stated in the Schedule, subject always to the adequacy of coverage.
- 1.2. Dishonest or fraudulent acts shall mean only dishonest or fraudulent acts committed by such insured Employee with the manifest intent:
- (i) to cause the Insured to sustain such loss; and
  - (ii) to obtain financial benefit for that Employee, or for any other person or organization intended by the Employee to receive such benefit earned in the normal course of employment.

## 2 Exclusions

- 2.1. This Insurance cover does not apply:
- (i) to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding result or would result in a loss to the Insured covered by this Insurance cover;
  - (ii) to loss, or that part of any loss, as the case maybe, the proof of which either as to its factual existence or to its amount, is dependent upon an inventory computation or a profit and loss computation.
  - (iii) to potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Insurance cover
  - (iv) to damages of any type for which the Insured is legally liable, except compensatory damages arising from a loss covered under this Insurance cover
  - (v) to costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Insurance cover.
  - (vi) to any Employee who has had prior convictions of any fraudulent or dishonest act, or is under investigation on such a charge.

## 3 Definitions

For the purposes of this section of the policy only,

### 3.1. Employee

means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the

regular service of the Insured in the ordinary course of the Insured's business during the Policy Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter.

## 4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

### 4.1. Consolidation – Merger

If, through consolidation or merger with , or purchase of assets of, some other concern , any person shall become Employees, the insured shall give the Company written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

### 4.2. Joint Insured

If more than one Insured is covered under this Section, the Insured first named shall act for itself and for every other Insured for all purpose of this Fidelity Guarantee Insurance cover. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Exclusions 2.1(vi), Conditions 4.6 and Conditions 4.10 constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Conditions 4.10 shall apply to every insured. If, prior to the cancellation or termination of this Policy in its entirety, this cover is cancelled or terminated as to any insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. The liability of the Company for loss sustained by any or all of the Insured shall not exceed the amount for which the Company would be liable had all such loss been sustained by any one of the Insured. Payment by the Company on account of such loss. If the Insured first named ceases for any reason to be covered under this Policy, then the Insured next named shall thereafter be considered as the Insured first named for all purpose of this cover.

### 4.3. Loss Under Prior Fidelity Guarantee Policy

If the coverage of this cover is substituted for any prior coverage of insurance carried by the Insured or by any predecessor in interest of the insured, which prior coverage or policy is terminated, cancelled or allowed to expire as of the of such substitution, the Company agrees that this insurance applies to loss which is discovered as provided by the Conditions and Limitations and which would have been recoverable by the Insured of such predecessor under such prior insurance or policy except for the fact that the time within which to discover loss thereunder had expired; provided

## Fidelity

- (i) the indemnity afforded by this Section shall be part of, and not in addition to, the amount of insurance afforded by this Fidelity Guarantee cover;
- (ii) such loss would have been covered under this insurance had this cover with its agreements, limitations and conditions as at the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (iii) recovery under this insurance due to such loss shall in no event exceed the amount which would have been recoverable under this cover in the amount for which it is written as of the time of such substitution, had this insurance been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior insurance cover or policy had such prior insurance or policy continued in force until the discovery of such loss, if the latter amount be smaller.

#### **4.4. Insurance Cover Period, Territory, Discovery**

Loss is covered under this Section only if discovered not later than one year from the end of the Policy Period. Subject to Conditions 4.3 above, coverage applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory stated in the Schedule or while such Employees are elsewhere for a limited period.

#### **4.5. Ownership of Money or Other Property**

The Insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

#### **4.6. Loss, Notice & Proof**

Upon knowledge or discovery of loss under this Insurance cover, the Insured shall: (a) give notice thereof as soon as practicable to the Company or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. Upon the Company's request, the Insured shall produce for the Company's examination all pertinent records, at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Insurance cover, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Insurance cover, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

#### **4.7. Recoveries**

If the Insured shall sustain any loss covered by this Insurance cover which exceeds the amount of indemnity provided by this Insurance cover, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this Insurance cover until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of Company.

#### **4.8. Limit of Liability**

Indemnification by the Company for any loss under this Insurance cover shall not reduce the Company's liability for other losses under this Insurance cover whenever sustained. The Company's total liability under this Insurance cover for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the amount stated in the Schedule.

Regardless of the number of years this Insurance cover shall continue in force and the number of premiums which shall be payable or paid, the limit of liability stated in the Schedule shall not be cumulative from year to year or period to period.

#### **4.9. Limit Of Liability Under This Insurance Cover And Prior Insurance.**

With respect to loss caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to any Employee as provided in the Insuring Clause above and which occurs partly during the Insurance cover Period and partly during the period of other insurance covers or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Company under this Insurance cover and under such other insurance covers or policies shall not exceed, in the aggregate; the amount stated in the Schedule or the amount available to the Insured under such other insurance covers, or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

#### **4.10 Cancellation As To Any Employee**

This Insurance cover shall be deemed canceled as to any Employee:

- (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee; or
- (b) at 12.01 A.M Malaysian time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall not be less than fifteen days after the date of mailing. The mailing by the Company of notice as aforesaid to the Insured at the address shown in this Insurance cover shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.



#### 4.11 Loss Caused by Unidentifiable Employees

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Insurance cover, subject to the provisions of Clause 2 (b) of this Insurance cover, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employee, and provided, further that the aggregate liability of the Company for any such loss shall not exceed RM 10,000.

#### Special Endorsements

#### 4.12 Excess Clause

The Company shall not be liable under the attached insurance cover on account of loss through acts or defaults committed at any time by any Employee or in which such Employee is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any insurance cover or policy of insurance issued by a surety or insurance Company covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall exceed in the aggregate the sum of RM250.00 (hereinafter called the Deductible Amount) and then for such excess only, but in no event for more than the amount of indemnity carried under the attached insurance cover on such loss.

Clause Conditions 4.7 of the attached insurance cover is deleted and the following substituted therefore:

“Conditions 4.7 If the Insured shall sustain any loss covered by this Insurance cover which exceeds the amount of Indemnity provided by this Insurance cover plus the Deductible Amount, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) less the actual cost of effecting the such recoveries; until fully reimbursed for the excess amount, and any remainder shall be applied to the reimbursement of Company before reimbursement of such Deductible Amount.”

#### 4.13 Known Claims & Circumstances Exclusion Clause

It is hereby understood and agreed that the Company shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to any wrongful acts occurring prior to the inception date of this policy if on or before the inception date of this policy any insured knew or could have reasonably foreseen that such wrongful act could lead to a claim.

#### 4.14 Discovery Period Clause

Notwithstanding anything stated to the contrary, the Company shall be liable for any loss suffered by the Insured as a result of any dishonest or fraudulent act of an employee as covered by the Section on the renewal of the Policy, in any period of insurance subject to such loss being discovered not later than twelve (12) months after the termination of service or resignation of the employee or twelve (12) months after the non renewal of the Policy whichever shall occur first.

The Company shall be notified within 30 days of the discovery of the loss.

#### 4.15 Auditors & Accountants Fees Clause

In the event of a claim being admitted under this Insurance, the Section shall include Auditors and/or Accountants fees to an amount not exceeding RM5,000.00 such fees being reasonably incurred in:

- (a) providing satisfactory proof of pecuniary loss by the Employer
- (b) preparations of a detailed statement as required under the Claim Conditions of this Policy provided that the terms “Auditors and/or Accountants” under this clause shall mean a Professional Auditor and/or Accountant approved by both the Insurance and the Employer.

# Group Personal Accident

## 1 Cover

### Accidental Death & Disablement

- 1.1 This insurance only covers injuries arising out of accident that occur during the Policy Period which, directly and independently of all other causes, result in either death, disablement or total disability (as described at Appendix A) premium for which coverage has been paid or agreed to be paid. In the case of overlapping Benefits, indemnity calculated from the highest Benefit will be that which is payable.
- 1.2 The Company agrees that if during the Policy Period the Insured Person sustains Injury as the result of a covered Accident which result in death or Permanent Total Disablement within twelve (12) calendar months from the date of the Accident, the Company will pay the Insured Person or their named nominee as the case may be, the relevant percentage of sum insured applicable to benefit as stated in the Schedule of Benefit at Appendix A.
- 1.3 In the event of any Permanent Disablement not otherwise provided for under the Schedule of Benefits, the Company reserves the right to adopt such percentage as in the Company's opinion the percentage of disablement without taking into account the occupation of the Insured Person and which is not inconsistent with the indemnities provided under the Schedule of Benefits.
- 1.4 If the Insured Person is left-handed, the percentage relating to the right arm or right hand shall apply to the left arm or left hand respectively and the percentages relating to the left arm or left hand apply to the right arm or right hand respectively.
- 1.5 When more than one infirmity arises from one Accident, the percentages are added together but cannot exceed 100% of the Accidental Death and Permanent Disablement indemnity stated in the Schedule of Benefits.
- 1.6 **Compensation limit:** Compensation shall not be payable for more than one of the Events 1 to 19 in the Benefit table in respect of the same injury. The admission of any one benefit (Event 1 to 19 in the Benefit table) will exhaust that particular benefit coverage for a particular Insured Person. The policy will continue as if that coverage benefit had been cancelled for that Insured Person.
- 1.7 Total compensation payable for each Insured Person in one policy year is limited to 100% of the Sum Assured. Should this 100% limit be reached before the policy term, then coverage for the Insured Person lapses at the moment the last event giving rise to the 100% benefit or that difference making up the balance of the 100% benefit occurs.

## 2 Exclusions

This insurance excludes anyone falling within the following events or situations. This exclusion shall not be cancelled by any endorsement, which does not refer to a specific exclusion, in whole or in part. The Policyholder shall, if so required, and as a condition precedent to any liability of

the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstance or cause:-

- 2.1 the Insured Person is below the age of 16 or above the age of 65;
- 2.2 members of the Armed forces, Police ,Fire Department , Government enforcement agencies, Air crew, Ship crew and Security Service provider while on duty or participating in an activity related to their profession.
- 2.3 racing driver or rider, stuntman ,bodyguard and related activities.
- 2.4 Pre-Existing Condition;
- 2.5 suicide or intentional self-inflicted injuries or any attempted thereof while sane or insane;
- 2.6 during air travel (except as a fare paying passenger in any properly licensed private and/or commercial aircraft);
- 2.7 any criminal act or resistance to arrest;
- 2.8 participation in any illegal activities or violation of a law which carries any penalty of imprisonment;
- 2.9 treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug Accident;
- 2.10 pregnancy, miscarriage or childbirth or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- 2.11 psychosis, mental or nervous disorders or sleep disturbance disorders;
- 2.12 cosmetic or plastic surgery or any elective surgery unless necessitated by injury caused by an Accident
- 2.13 any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
- 2.14 any congenital defect
- 2.15 routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury or any treatment;
- 2.16 investigation which is not medically necessary or convalescence, custodial or rest care;
- 2.17 Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);
- 2.18 engaging, practicing or participating in a sport in a professional capacity or when a Insured Person would or could earn income or remuneration from engaging in such sport;
- 2.19 death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation

## Group Personal Accident

or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;

**2.20** The Company will not pay under any section of this policy where such payment would violate a government prohibition or regulation;

**2.21** The Company is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the policy is a citizen or instrumentality of the government of, any country/countries against which any laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary/beneficiaries who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity.

### 3 Definitions

For the purposes of this section of the policy only,

#### **3.1 Accident/Accidental**

means a sudden, unintentional, unexpected, unusual and specific events that occurs at an identifiable time and place which shall independently of any other cause be the sole cause of Injury resulting in Death or Disablement.

#### **3.2 Activities of Daily Living**

means

- (a) Transfer: Getting in and out of a chair without requiring physical assistance.
- (b) Mobility: The ability to move from room to room without requiring any physical assistance.
- (c) Continence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) Eating: All efforts to eat food after it is prepared.

#### **3.3 Benefit(s)**

means the respective benefits under this policy, more particularly described in the Schedule of Benefits.

#### **3.4 Child/Children**

means a legal child (whether biological, step or adopted) who is between the ages of One (1) year and under 18 years, who has never been married and is financially wholly dependent on the Insured Person. The upper age limit is extended to

23 years if such children are registered into recognized educational institutions and are actually studying full-time courses there.

#### **3.5 Covered Injury**

means Injury due to an Accident occurring during the Policy Period.

#### **3.6 Competent Age**

refers to the age eligibility of the Insured Person to qualify for cover under this Policy, and ranges from 16 (Sixteen) years old to 65(sixty-five) years old.

#### **3.7 Congenital Conditions**

means any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth whether known or unknown to the Insured Person. These conditions include all types of hernias, and epilepsy except when caused by a trauma, which occurs after the inception date of cover.

#### **3.8 Common Carrier**

means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers and any fixed wing aircraft provided and operated by an airline or an air charter Company which is duly licensed for the regular transportation of far paying passengers and nay helicopter provided and operated by an airline which is duly licensed for the regular transportation of far paying passengers and operating only between established commercial airports or licensed commercial heliports and any regularly scheduled airport limousine operating on fixed routes and schedules.

#### **3.9 Confinement**

means admission to a Hospital for a minimum period of six (6) hours upon the recommendation of a Physician or Surgeon. Confinement shall be evidenced by a daily room/room & board charge by the Hospital and under no circumstances shall the Company pay for more than one Hospital Income Benefit and Board for each day of Confinement.

#### **3.10 Date of Loss/Accident**

means the date when the Accident or Disability occurs.

#### **3.11 Disability**

means a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

#### **3.12 Effective Date**

means the date from which the insurance coverage under this policy becomes effective. The Effective Date of this policy is as stated in the Policy Schedule. The Effective Date of the Certificate of Insurance (if applicable) will be that stated in the respective Certificates of Insurance.

#### **3.13 Hospital**

means only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (i) has facilities for diagnosis and major surgery,
- (ii) provides 24-hours a day nursing services by registered and graduate nurses,
- (iii) is under the supervision of a Physician, and

## Group Personal Accident

(iv) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

### 3.14 Injury

means bodily injury caused solely by Accident.

### 3.15 Insured Person

means the person declared in the application.

### 3.16 Loss of Fingers Or Toes

means the complete severance of the finger or toe through or above the metacarpophalangeal joint or metatarsophalangeal joint.

### 3.17 Loss of Hearing

means permanent irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1000 Hertz

If c dB = Hearing loss at 2000 Hertz

If d dB = Hearing loss at 4000 Hertz

1/6 of (a+2b+2c+d) is more than 80Db

### 3.18 Loss of Limb

means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

### 3.19 Loss of Sight

means the total, absolute and irrecoverable loss of sight.

### 3.20 Loss of Speech

means the disability in articulating any three of the four sounds which contribute to the speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of vocal cord or damage of the speech center in the brain resulting in the inability to speak.

### 3.21 Loss of Use

means permanent limitation in function in relation to the limb or organ following an Injury.

### 3.22 Policy Period

means the period for which premium has been paid and where insurance cover is effective. It is the period between the policy inception date (or date of its last reinstatement pursuant to the provisions of this policy, whichever is later) and the expiry date as stated in the Policy Schedule

### 3.23 Permanent

means lasting a full period of twelve (12) calendar months from the Date of Loss and at the end of such period being beyond any hope of recovery or improvement.

### 3.24 Permanent Total Disablement

means physical disablement as a result of Injury and commencing within three hundred and sixty-five (365) days from the Date of Loss, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him/her in his/her daily life had such disablement not occur.

### 3.25 Physician or Surgeon

means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding doctor, physician or surgeon who is the Insured Person himself.

### 3.26 Pre-Existing Condition

means disabilities that existed before the Effective Date of this Policy and for which the Insured Person is receiving treatment or has shown manifestations/symptoms irrespective of whether the Insured Person was aware or should have reasonably been aware. Consultation with a Physician for any sign or pain or discomfort shall constitute a manifestation or symptom of a Disability.

## 4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

### 4.1 Termination Of Coverage

The insurance coverage afforded for each Insured Person shall terminate automatically on the earliest of the following dates:

When the Insured Person reaches 66 years of age; or

On the date when the Insured Person relationship to the Policyholder terminates; or

Immediately after admission of 100% liability for an admitted claim by the Company; or

In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder.

### 4.2 Medical Examination

The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

### 4.3 Age Limits For Persons Insured Under This Policy

Entry age of the Insured Person shall be from the age of Sixteen (16) years to Sixty Five (65).

### 4.4 Mis-Statement of Age

All ages referred to in this policy shall be the age of the Insured Person at his last birthday. Where the age of the Insured Person has been misstated and it is found that at the correct age the Insured Person is not insurable under this policy pursuant to the Company's underwriting rules, the policy shall be void.

### 4.5 Exposure and Disappearance

If as a result of the Accident, the Insured Person is inevitably exposed to forces of nature and/or weather elements which cause death or bodily injury covered under this Policy, such incidental death or bodily injury shall be covered under this policy.

An Insured Person shall be deemed dead for purposes of this policy if his/her body is not found for more than one (1) year as a result of sinking and/or wreck of Common Carrier in which the Insured Person was a fare-paying passenger and onboard at the time of the Accident. In the event the Insured Person is found to be alive after the benefit(s) under this policy has/have been claimed by the Insured Person's named nominee(s), any sum of monies so paid by the Company shall be refunded to the Company forthwith upon

## Group Personal Accident

written notice for such refund, failing which, such sum shall be a recoverable debt by the Company.

### 4.6 Rights of Ownership

The Policyholder shall have the right to exercise every option, benefit or privilege conferred by the provisions of the Policy. Every transaction relating to the policy shall be between the Company and the Policyholder and shall be valid without notice to or with the consent of the Insured Person.

### 4.7 Change in Country Of Residence

Cover of the Insured Person is subject to their residence in Malaysia. Cover does not extend to any of the Insured Person residing outside of Malaysia unless prior extension of cover has been accorded by the Company. It is a condition precedent to liability under this policy that in the event of change of Country of Residence, the Company must be informed in writing of any change in the Insured Person's country of residence. A change in the country of residence shall be deemed to mean the Insured Person is living or is intending to live in another country other than Malaysia in excess of six (6) calendar months whether consecutive or otherwise. Failure to notify the Company of this change will invalidate the Insurance in respect of that Insured Person with effect from the date he/she leaves Malaysia. The Company reserves the right to continue cover on the prevailing terms and conditions or to decline cover under this policy upon receipt of such information.

### 4.8 To Whom Indemnity is Payable

Indemnity for all benefits will be paid to the Policyholder. The process of claim including settlement will be handled directly between the Company and the Policyholder whose sole discharge will constitute full and final discharge of the claim lodged.

### 4.9 Change in Risk

The Insured Person shall give immediate notice in writing to the Company of any material change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.

### 4.10 Addition / Deletion Clause

It is hereby declared and agreed that any additional employees will be automatically covered by this policy from the first day of employment at no additional premium. No refund will be accorded for any employees who have left the employment.

## Appendix A Schedule of Benefits

Benefit Table	Percentage Of Principal Sum Insured
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all limbs	100%
4. Permanent Total Loss of Sight of Both Eyes	100%
5. Permanent Total Loss of Sight of One Eye	100%
6. Loss of or the Permanent Total Loss of Use of Two Limbs	100%
7. Loss of or the Permanent Total Loss of Use of One Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent Total Loss of Hearing in	
a) both Ears	75%
b) one Ear	25%
10. Permanent and Incurable Insanity	100%
11. Loss of Speech	50%
12. Permanent Total Loss of the Lens of One Eye	50%
13. Loss of or the Permanent Total Loss of Four Fingers and Thumb	60%
14. Loss of or the Permanent Total Loss of Use of One Thumb	
a) Both Phalanges	30%
b) One Phalanx	10%
15. Loss of or the Permanent Total Loss of Use of Four Fingers	40%
16. Loss of or the Permanent Total Loss of Use of Fingers	
a) Three Phalanges	10%
b) Two Phalanges	8%
c) One Phalanx	5%
17. Loss of or the Permanent Total Loss of Use of Toes	
a) All of One Foot	15%
b) Great, Both Phalanges	5%
c) Great, One Phalanx	3%
d) Other than Great Toe, each toe (one phalanx or more)	1%
18. Fractured Leg and/or Patella with Established Non-Union	10%
19. Shortening of Leg by at least 5 cm	7.5%

# Employers' Liability

## 1 Covers

Now this Policy witnesseth that if any person under contract of service or apprenticeship with the insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

- (a) The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) in respect of such injury or disease indemnify the Insured against liability at law for damage and claimant's costs and expenses.
- (b) The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

## 2 Exclusions

The Company shall not be liable under this Policy in respect of

- (a) the Insured's liability to employees of contractors to the Insured.
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (d) any injury by accident or disease sustained outside the Geographical Area.
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representative or dependants of an employee by virtue of any Workmen's compensation law.
- (f) Any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military usurped power.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material.
  - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- (h) Asbestos  
Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of,

installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

Silica

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

- (i) This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.
- (j) It is understood and agreed that this insurance shall not apply to any liability arising out of consequential loss or loss of use arising out of damage to or destruction of any property belonging to any Principal or Contractor or whom work is being performed by or on behalf of the Named Insured.
- (k) It is hereby declared and agreed that this Policy excludes all claims arising out of pure financial loss.

## 3 Definitions

No additional definitions apply to this section of the policy.

## 4 Conditions

- 4.1** This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- 4.2** The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall conditions precedent to any liability of the Company to make any payment under this Policy.
- 4.3** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 4.4** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

## Employers' Liability

- 4.5** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- 4.6** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 4.7** If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
- 4.8** The first premium and all renewal premium that may be accepted are to be regulated by the amount of wages and salaries and other owings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the insured shall at all times allow the Company to inspect such record and such supply the company with a correct account of such wages salaries and other earnings paid during any Period of Insured within one month from the expiry date of such Period of Insurance. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
- 4.9** The Company may cancel this Policy by sending fourteen (14) days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.

## 5 Clauses and Endorsements

### 5.1 Standard Endorsement No: W.231

Notwithstanding anything stated to the contrary in this Policy, and subject to Condition 8 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period insurance, the liability of the Company in respect of any claim under this Policy shall be proportionately reduce and the Insured shall be considered as his own Company for the difference.

### 5.2 Common Law Liability

It is hereby understood and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sum for which the Insured shall be liable at Common Law up to a Maximum of RM 500,000/- as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and subject to a Maximum Limit of RM500,000/- during period of insurance.

The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

The expression 'Common Law' is deemed to be the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore and the State of Brunei and includes non-statutory and statutory law relating to payment of such compensation as a Court may award to employees proving injury by negligence of the employer excluding compensation awarded under/any Workmen's Compensation/any Legislation.

### 5.3 Millennium Clause

- (a) The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
- (1) correctly recognize any date as its true calendar date,
  - (2) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
  - (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).
- (c) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to

## Employers' Liability

determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

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

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

### 5.4 War & Terrorism Exclusion

**Section** [Exclusions (f)] – is amended with the addition of the following exclusions:

#### **War**

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

#### **Terrorism**

“Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising directly or indirectly as a result of or in connection with “terrorism” including, but not limited to, any contemporaneous or ensuing “bodily injury” or “property damage” caused by fire, looting or theft.

“Terrorism” means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism. All other terms and conditions of the Policy remain the same.



# Workmens' Compensation

## 1 Covers

Whereas the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to The Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this policy witnesseth that if any time during the Period of Insurance any employee in the insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set out in this Policy or at Common Law

Then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

## 2 Exclusions

The Company shall not be liable under this Policy in respect of

- (a) any injury by accident or disease directly attributable to war invasion act foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
- (b) the Insured's liability to employees of contractors to the Insured.
- (c) any employee who is not a "workman" within the meaning of the Law(s).
- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material.
  - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- (g) Board and/or lodging and other benefits of employees NOT being insured the Company shall NOT be liable for

Compensation in this respect.

- (h) This Policy does not indemnify the Insured in respect of any claim arising out of the use of Motor Cycles.
- (i) Asbestos  
Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.  
Silica  
Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.
- (j) This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.
- (k) It is understood and agreed that this insurance shall not apply to any liability arising out of consequential loss or loss of use arising out of damage to or destruction of any property belonging to any Principal or Contractor or whom work is being performed by or on behalf of the named Insured.
- (l) It is hereby declared and agreed that this Policy excludes all claims arising out of pure financial loss.

## 3 Definitions

No additional definitions apply to this section of the policy.

## 4 Conditions

- 4.1 This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- 4.2 Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 4.3 The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

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- 4.4** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- 4.5** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 4.6** The first premium and all renewal premium that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the insured shall at all times allow the Company to inspect such record and such supply the company with a correct account of such wages salaries and other earnings paid during any Period of Insured within one month from the expiry date of such Period of Insurance. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
- 4.7** The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall conditions precedent to any liability of the Company to make any payment under this Policy.
- 4.8** Claims if any under this Policy is payable in the currency of the place where the Policy is issued.
- 4.9 Notice To The Insured**  
No alteration in the terms and conditions of this Insurance, nor any endorsement hereon will be held valid unless the same is recognized and initialed by an Official of the Company. No renewal receipts are valid unless they are on the printed office form and under the signature of the Company or of an authorized Agent.
- 4.10 Laws, Clauses Endorsements Applicable To This Section Law(S):-**  
As set out in this Policy but only as amended up to the date of the commencement of this Policy. Workmen's Compensation Ordinance 1952 (Federation of Malaya) Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya) Workmen's Compensation (Amendment) Act 1976

Modification of Laws (Workmen's Compensation) (Extension and Modification) Ordinance 1981.

### **4.11 Full Declaration Of Wages**

It is a condition of this Policy that all persons employed and affected by Workmen's Compensation Law must be included and it has been stated in the proposal that the total wages and salaries declared have been fairly estimated.

Therefore, if at the time of claim in respect of injury sustained by an employee of the Insured the Total Wageroll is more than 20% higher than the total wage roll declared, then the insured shall be considered as being his own Company for the difference and shall bear a rateable proportion of the claim accordingly.

## 5 Clauses and Endorsements

### **5.1 Average Clause**

Warranted that any compensation payable under this Policy shall be based on a monthly average of the wages shown in the Schedule or the actual monthly wages whichever is the less.

### **5.2 Common Law Liability**

It is hereby understood and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sum for which the Insured shall be liable at Common Law up to a Maximum of RM 500,000/- as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and subject to a Maximum Limit of RM500,000/- during period of insurance.

The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

The expression 'Common Law' is deemed to be the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore and the State of Brunei and includes non-statutory and statutory law relating to payment of such compensation as a Court may award to employees proving injury by negligence of the employer excluding compensation awarded under/any Workmen's Compensation/any Legislation.

### **5.3 Standard Endorsement No:w.231**

Notwithstanding anything stated to the contrary in this Policy, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period insurance, the liability of the Company in respect of any claim under this Policy shall be proportionately reduce and the Insured shall be considered as his own Company for the difference.

### **5.4 Voluntary Workmen's Compensation Endorsement - VWC**

Subject otherwise to the terms, conditions and exclusions of this Policy, the coverage by this Policy is extended as follows:-

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### (1) Employee(s) Covered

Such insurance as is provided by this Policy shall also apply to employees in the Insured's immediate service for work within Malaysia at or from the place or places of employment stated in the Schedule and who are (a) registered with the Social Organization (hereinafter called SOCSO) in accordance with the Employees Social Security Act 1969, including any amendments thereof and/or (b) covered under the Foreign Workers Compensation Scheme in accordance with the Workmen's Compensation (Foreign Workers Compensation Scheme) (Insurance) Order 1996.

### (2) Insurance Provided

Where possible, in respect of above mentioned employees the Company agrees to pay voluntarily on behalf of the insured, or where not possible, the Company agrees to indemnify the Insured for such amounts as the Insured would have been obliged to pay by way of compensation if the under mentioned laws where applicable and if the Employee(s) covered sustains injury by accident or disease arising out of and in the course of his employment by the Insured in the Business.

"Workmen's Compensation Ordinance 1952 (Federation of Malaya)"

"Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya)"

"Workmen's Compensation (Amendment) Act 1976"

"Workmen's Compensation (Amendment) Act 1996"

Provided that

- (a) At its option, the Company may request the Insured to pay such sums due directly to the persons entitled thereto. Upon receipt of proof of payment to the satisfaction of the Company, the Company will reimburse the Insured for such payments.
- (b) Any person to whom any such compensation payment may be made shall, as a condition precedent to such payment execute such full legal release, as may be required by the Company, of all claims against the Insured and/or the Company on account of such injury, and shall execute an assignment to the Company of any right of action and the proceeds thereof which he may against any person or organization, other than the Insured which is or may be liable for such injuries. If, by virtue of such assignment, the Company collects an amount in excess of the compensation payments made or agreed to be made, the Company shall be entitled to, and shall retain from the amount recovered expenses incident to such recovery and the amount of the compensation payments made or agreed to be made and shall pay any remaining balance of the amount recovered to the person executing such assignment. The Company shall have full power and discretion to proceed against

the party at fault, to settle with such party upon such terms as may seem desirable to it, or take no action against such party.

- (c) If a person entitled to compensation payment under this extension shall refuse to accept or to continue receiving voluntary payment offered hereunder, or if the Insured shall request that the Company refuse to offer or to continue making such payment, the Company may at its discretion refuse to make such offer or payment or may withdraw, without notice, any offer or undertaking it has previously made, in which event the Company's obligation and liability under this extension shall cease forthwith.

- (d) Any claim, suit or demand made or prosecuted against the Insured or the Insured or the Company for damages for such injury shall be considered as a refusal to accept such voluntary payment.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the

Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.

### 5.5 Temporary Total Disability Limitation

Should the amount of compensation payable under this extension in respect of Temporary Total or Partial Liability to any one Employee Covered plus similar compensation payable under SOCSO plus any earning from the Insured exceed the usual earnings of such Employee, the amount under this Policy shall be reduced by the amount in excess of such usual earnings.

### 5.6 Compliance With Statutory Obligation

It is agreed that the Insurance provided under this extension shall not be construed by the Insured as an exemption to comply with any statutory obligation and/or a policy pursuant to the scheme under the Workmen's Compensation (Foreign Workers Compensation Scheme) (Insurance) Order 1996, including registration of employees with SOCSO, where applicable.

### 5.7 Compliance with Other Policy Terms and Conditions

Provided that, except for the alterations made by this endorsement, all other Policy terms, conditions, exceptions and provisions, remain in full force and effect.

### 5.8 Standard Endorsement No. W. 2(A)

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power.

The expression "woodworking machinery" shall not be deemed to include:

Lathes, Fret-saw, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

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### 5.9 Standard Endorsement No. W. 15(A)

This Section does not indemnify the Insured in respect of any claim arising in connection with:

- (a) The construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
- (b) Any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out workmen in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair).  
N.B Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
- (c) Construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, bridges, viaducts, bridges, docks, railways, canals or tunnels, well over 20 ft. in depth or any well sinking, other than artesian or tube wells.
- (d) Blasting operations, quarrying or sand or gravel getting.

### 5.10 Standard Endorsement No. W. 60

It is hereby understood and agreed that subject other wise to the terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Sub-Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within Policy is granted, but only so far as regards claim under

The Workmen's Compensation Ordinance  
1952 (Federation of Malaya)

The Workmen's Compensation (Amendment) Ordinance  
19~6 (Federation of Malaya)

The Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation  
(Extension and Modification) Ordinance 1981.

including subsequent amendments to the said Ordinance and Enactment passed prior to the date of this endorsement

### 5.11 Standard Endorsement No. W. 192

This Policy does not indemnify the Insured in respect of any claim arising in connection with felling, sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.

### 5.12 Millennium Clause

- (a) The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment,

media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

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

### 5.13 War & Terrorism Exclusion

Section [Exclusions (a)] – is amended with the addition of the following exclusions:

#### War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

#### Terrorism

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly as a result of or in connection with "terrorism" including, but not limited

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to, any contemporaneous or ensuing "bodily injury" or "property damage" caused by fire, looting or theft.

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism. All other terms and conditions of the Policy remain the same.

## Disclosure and Policy Statement

### Keterangan dan Kenyataan Polisi

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:

Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:

(a) The Customer Care Officer of AIG Malaysia Insurance Berhad ("Company") at tel: 03-2118 0188 or fax: 03-2118 0388 or via e-mail to [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.

*Pegawai Khidmat Pelanggan AIG Malaysia Insurance Berhad ("Syarikat") di tel: 03-2118 0188 atau faks: 03-2118 0388 atau e-mel pada [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.*

(b) The Ombudsman for Financial Services (OFS) at tel: 03-2272 2811 or fax 03-2274 5752

Any policyholder who is not satisfied with the decision of an insurance company may write to the OFS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate OFS's reference.

*Ombudsman Perkhidmatan Kewangan (OPK) di tel: 03-2272 2811 atau faks: 03-2274 5752 Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada OPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada OPK untuk rujukan.*

An award of the OFS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the OFS's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the OFS.

*Pihak Syarikat adalah terikat kepada keputusan OPK, Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan OPK, beliau boleh memilih untuk mengambil tindakan alternative undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan OPK.*

The address is / Alamat ialah:-

Biro Pengantaraan  
Kewangan  
Tingkat 25, Bangunan  
Sime Bank  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

(c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 03-2698 8044 or fax: 03-2693 4051. Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

*Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 03-2698 8044 atau faks: 03-2693 4051 Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongandokumenperludiserahkan untuk rujukan.*

The address is / Alamat ialah:- Pengarah

Laman Informasi Nasihat  
dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur

2. By virtue of the Anti-Money Laundering Act, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia. *Bersandarkan Akta Pencegahan Pengubahan Wang Haram, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasayang berkenaan di Bank Negara Malaysia.*

3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails. *Boleh dikatakan di mana terdapat konflik atau keaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.*

## Disclosure and Policy Statement

### Keterangan dan Kenyataan Polisi

4. CONSENT TO USE OF PERSONAL DATA: Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purpose. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Level 18, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur or phone: 03-2118 0188, fax: 03-2118 0388 or e-mail: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.

**KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI:**  
*Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industry) bagi tujuan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pepadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di Level 18, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur or phone: 03-2118 0188, fax: 03-2118 0388 or e-mail: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com).*

*Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di atas.*

#### IMPORTANT NOTICE

Please take note that an Information Sheet is attached to your policy contract for the following products:

- (i) Motor insurance; and
- (ii) Fire insurance for Residential Properties

The information Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service. Toll free at 03-21180188 (Monday – Friday, 9am – 5pm)

#### NOTIS PENTING

*Sila ambil perhatian bahawa sesalinan Helaian Maklumat adalah dilampirkan dengan kontrak polisi anda untuk produk-produk berikut:-*

- (i) Insurans Motor; dan*
- (ii) Insurans Kebakaran untuk Harta kediaman*

*Helaian Maklumat mengandungi ringkasan ciri-ciri produk, jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Bebas Tol Perkhidmatan Pelanggan kami di 03-2118 0188 (Isnin – Jumaat, 9 pagi – 5 petang).*

## **PRIVACY NOTICE**

Last updated: September 2015

AIG Malaysia Insurance Berhad (“AIG Malaysia”) together with other affiliates and subsidiary companies of American International Group, Inc. (“AIG”) (collectively called “AIG Affiliates”) are committed to protecting the privacy of the individuals we encounter in conducting our business. “Personal Data” is information that identifies and relates to you or other individuals (such as your dependants). This Privacy Notice is designed to provide notice of and assist you in understanding why and how AIG Malaysia collects and uses your Personal Data, to whom such data is disclosed and to whom data access requests can be addressed.

### **WHO TO CONTACT ABOUT YOUR PERSONAL DATA**

If you have any questions about our use of your Personal Data you can contact us at:

AIG Malaysia Insurance Berhad  
Attn: Customer Care Executive  
Level 18, Menara Worldwide,  
198 Jalan Bukit Bintang,  
55100 Kuala Lumpur.  
Email: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)  
Phone: 1800-88-8811  
Fax: 603-21180288

### **HOW WE COLLECT PERSONAL DATA**

The principal ways we collect Personal Data are through application and claim forms in respect of our insurance products, by phone through telephone applications, e-mails and other communications with us, as well as from other insurers, claim investigators, medical professionals, witnesses and/or other third parties involved in our business dealings with you.

We also collect Personal Data through other means such as:

- this website (the “Site”);
- the software applications made available by us for use on or through computers and mobile devices (the “Apps”);
- our social media pages, including those linked at Social@AIG ([http://www.aig.com/social-media\\_3171\\_442101.html](http://www.aig.com/social-media_3171_442101.html)), and other social media content, tools and applications (our “Social Media Content”).

The Site, the Apps and our Social Media Content are collectively referred to below as “AIG Electronic Services”.

### **PERSONAL DATA THAT WE COLLECT**

Depending on your relationship with us (for example, as a consumer policyholder; non-policyholder insured or claimant; witness; commercial broker or appointed representative; or other person relating to our business), Personal Data collected about you and other individuals connected to you, may include:

- **General identification and contact information**  
Your name; address; e-mail and telephone details; gender; marital status; family status; date of birth; passwords (including on our systems); educational background; physical attributes; activity records, such as driving records; photos; employment history, skills and experience; professional licenses and affiliations; relationship to the policyholder, insured or claimant; and date and cause of death, injury or disability.
- **Identification numbers issued by government bodies or agencies**  
Identity card number; social security or national insurance number; passport number; employment pass or work permit number, employees’ provident fund member number; tax identification number; military identification number; or driver’s or other license number.
- **Financial information and account details**  
Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.
- **Medical condition and health status**  
Current or former physical or mental or medical condition; health status; injury or disability information; medical procedures performed; personal habits (for example, smoking or consumption of alcohol); prescription information; and medical history.
- **Other sensitive information**  
In certain cases, we may receive sensitive information about your trade union membership, religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud, money laundering, drug trafficking or other serious crimes. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).
- **Telephone recordings**  
Recordings of telephone calls between you and our representatives and call centers.
- **Information enabling us to provide products and services**  
Location and identification of property insured (for example, property address, vehicle license plate or identification number); travel plans; age categories of individuals you wish to insure; policy and claim numbers; coverage/peril details; cause of loss; prior accident or loss history; your status as director or partner, or other ownership or management interest in an organization; and other insurance you hold.



- **Marketing preferences and customer feedback**  
You may let us know your marketing preferences, enter a contest or prize draw or other sales promotion, or respond to a voluntary customer satisfaction survey.
- **Social media information**  
Your social media account ID and profile picture, and other Personal Data that you provide to us through AIG Electronic Services. If you elect to connect your social media account provided by another social media service provider to your account(s) on any of the AIG Electronic Services, Personal Data from your social media account will be shared with us, which may include Personal Data that is part of your social media account profile or your friends' profiles.

#### HOW WE USE PERSONAL DATA

Our overriding principle is only to collect Personal Data which we believe to be relevant and required to understand your insurance needs, to conduct our business and to provide better customer service and products.

The particular purposes for which we may collect and use Personal Data includes:

- To communicate with you and others as part of our business. To provide insurance, financial services or related products and services to you and administer, maintain, manage and operate such products and/or services including any renewals.
- To send you important information regarding changes to our policies, other terms and conditions, renewal of policies, AIG Electronic Services and other administrative information.
- To process, assess and determine any applications or requests made by you for insurance products or services.
- For any purposes in connection with any claims made under any insurance products or in respect of any services provided by AIG Malaysia or AIG Affiliates, including without limitation making, defending, analyzing, assessing, processing, determining, settling, responding to and managing such claims.
- To assess your eligibility for payment plans, and process your premium and other payments.
- To provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.
- To carry out market research and analysis, including satisfaction surveys.
- To provide marketing information to you (including information about other products and services offered by selected third-party partners) in accordance with preferences you have expressed, if any.
- To personalize your experience on AIG Electronic Services by presenting information and advertisements tailored to you.
- To identify you to anyone to whom you send messages through AIG Electronic Services.
- To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, so we suggest that you read these carefully.
- To manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- To resolve complaints, and handle requests for data access or correction.
- To comply with applicable laws and regulatory obligations (including laws outside of Malaysia), such as those relating to anti-money laundering and anti-terrorism; comply with legal process; and respond to requests from public and governmental authorities (including those outside of Malaysia).
- For audit, compliance, investigation and inspection purposes.
- For matching any Personal Data held by AIG Malaysia or AIG Affiliates relating to you from time to time for any of the purposes listed in this Privacy Notice.
- To meet the requirements to make disclosure pursuant to any law binding on AIG Malaysia or any of the AIG Affiliates or for the purposes of complying with any regulations or guidelines issued by any regulatory or other authorities which have jurisdiction over AIG Malaysia or any AIG Affiliates.
- To conduct background and identity checks, such as for the purposes of verifying your identity in order to respond to your request to be provided with a duplicate policy or other documentation, any request made by you to change your address in our records, or any request by you to change your bank account or payment or other details in our records.
- To conduct credit checks on you, such as analyzing, verifying, and/or checking your credit, payment and/or status in relation to your ability to use the services.

- To carry out due diligence or other screening activities in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by AIG Malaysia.
- To determine any amount of indebtedness owing to or from you and collecting or recovering any amount owing from you or any person who has provided security or an undertaking for such liabilities of yours.
- To enable an actual or proposed purchaser, assignee, transferee, participant or sub-participant of AIG Malaysia or any of AIG Affiliates' rights or business to evaluate the transaction intended to be the subject of reorganization, merger, sale, joint venture, assignment transfer, participation or sub-participation.
- To establish and defend legal rights; to protect AIG Malaysia's operations or those of any AIG Affiliates or insurance business partners, our rights, privacy, safety or property, and/or that of AIG Affiliates, you or others; and to pursue available remedies or limit our damages.
- To exercise any rights AIG Malaysia or AIG Affiliates may have in connection with the provision of insurance products and services to you.

#### **INTERNATIONAL TRANSFER OF PERSONAL DATA**

Due to the global nature of our business, for the purposes set out above we may transfer Personal Data internationally to parties located in other countries that have a different data protection regime than is found in Malaysia. Personal Data collected by AIG Malaysia is likely to be transferred to places outside of Malaysia (such as to AIG or AIG secure data centers, AIG Affiliates, service providers, business partners and governmental or regulatory authorities) in order to carry out the purposes, or directly related purposes, for which the Personal Data was collected.

#### **SHARING OF PERSONAL DATA**

AIG Malaysia may make Personal Data available to:

- **Our group companies**  
For a list of AIG Affiliates that may have access to and use of Personal Data, please refer to: [http://www.aigcorporate.com/AIG\\_All\\_Entities.pdf](http://www.aigcorporate.com/AIG_All_Entities.pdf). AIG Malaysia is responsible for the management and security of jointly used Personal Data. Access to Personal Data within AIG Malaysia is restricted to those individuals who have a need to access the information for our business purposes.
- **Other insurance and distribution parties**  
In the course of marketing and providing insurance, and processing claims, we may make Personal Data available to third parties such as other insurers; reinsurers; insurance and reinsurance brokers and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.

- **Our service providers**

External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers; call center service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party claim administrators; document and records management providers; claim investigators and adjusters; construction consultants; engineers; examiners; jury consultants; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

- **Recipients of your social sharing activity**

Your friends associated with your social media account, other website users and your social media account provider, in connection with your social sharing activity, such as if you connect your social media account provided by another social media service provider to your AIG Electronic Services account or log into your AIG Electronic Services account from another social media account. By connecting your AIG Electronic Services account and your other social media account you authorize us to share data with the provider of your other social media account and you understand that the use of the data we share will be governed by the other service provider's social media website's privacy policy. If you do not want your Personal Data shared with other users or with your other social media account provider, please do not connect your other social media account with your AIG Electronic Services account and do not participate in social sharing on AIG Electronic Services.

- **Governmental authorities and third parties involved in court action**

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our group companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; (g) to allow us to pursue available remedies or limit our damages; and (h) for audit, compliance, investigation and inspection purposes.

- **Other Third Parties**

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other

people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock. To check information provided, and to detect and prevent fraudulent claims, Personal Data (including details of injuries) may be shared with other insurers when dealing with claims to detect, prevent and investigate fraud.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other AIG Electronic Services to which you are able to post data and materials. Please note that any data you post or disclose through these services will become public information, and may be available to visitors and users of the AIG Electronic Services and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, when using AIG Electronic Services.

#### **SECURITY**

AIG Malaysia will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the “Who to Contact About Your Personal Data” section above.)

When AIG Malaysia provides Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.

#### **RETENTION OF PERSONAL DATA**

AIG Malaysia takes reasonable steps to ensure that the Personal Data we process is reliable for its intended use, and as accurate and complete as is necessary to carry out the purposes described in this Privacy Notice. AIG Malaysia will retain Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law.

#### **PERSONAL DATA OF OTHER INDIVIDUALS**

If you provide Personal Data to AIG Malaysia regarding other individuals, you agree: (a) to inform the individual about the content of this Privacy Notice; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of Personal Data about the individual in accordance with this Privacy Notice.

#### **MARKETING PREFERENCES**

We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to

you. You can also contact us by e-mail at [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com) or by writing to AIG Malaysia Insurance Berhad at Level 18, Menara Worldwide, 198 Jalan Bukit Bintang, 55100 Kuala Lumpur to tell us your marketing preferences and to opt-out.

If you no longer want to receive marketing-related e-mails from AIG Malaysia on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to “unsubscribe” provided in each e-mail or by contacting us at the above addresses.

We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data as of the date on which we respond to your opt-out request). Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important administrative communications from which you cannot opt-out.

#### **ACCESS AND CORRECTION REQUESTS, QUESTIONS AND CONCERNS**

In certain countries, an individual may have the right to access, correct, object to the use of, or request deletion or suppression of Personal Data on certain grounds. Please contact us as set out in the “Who to Contact About Your Personal Data” section above with any such requests or if you have any questions or concerns about how we process Personal Data. Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with local privacy and data protection laws.

#### **OTHER INFORMATION WE COLLECT THROUGH AIG ELECTRONIC SERVICES**

“Other Information” is any information that does not reveal your specific identity, such as:

- Browser and electronic device information;
- App usage data;
- Information collected through cookies, pixel tags and other technologies;
- Demographic information and other information provided by you; and
- Aggregated information

We and our third-party service providers may collect Other Information in a variety of ways, including:

- Through your internet browser or electronic device: Certain information is collected by most websites, such as your IP address (i.e., your computer’s address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, electronic device manufacturer and model,

language, time of the visit and the page(s) visited, name and version of the AIG Electronic Services (such as the App) you are using. We use this information to ensure that the AIG Electronic Services function properly.

- Through your use of the Apps: when you download and use the Apps, we and our service providers may track and collect App usage data, such as the date and time the Apps on your electronic device accesses our servers and what information and files have been downloaded to the Apps based on your device number.
- Using cookies: Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent using the AIG Electronic Services, pages visited, language preferences and relevant country website. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the AIG Electronic Services, or to gather statistical information about the usage of the AIG Electronic Services. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc, trading as DoubleClick. For more information on the DoubleClick cookie, or to opt out from the DoubleClick advertisement cookie please visit: <http://www.google.com/privacy/ads/>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use the AIG Electronic Services and some online products.

- Using pixel tags, web beacons, clear GIFs or other similar technologies: These may be used in connection with some AIG Electronic Services and HTML-formatted e-mail messages to, among other things, track the actions of users of the AIG Electronic Services and e-mail recipients, measure the success of our marketing campaigns and compile statistics about usage of the AIG Electronic Services and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to them beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to Opt-Out, go to <http://www.omniture.com/privacy/policy#optout>.

- Physical Location: Subject to applicable law, we may collect information regarding the physical location of your electronic device by, for example, using satellite, mobile/cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based

services and content. Subject to your marketing preferences as indicated to us or applicable law, we may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content.

- From you: Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with Personal Data, this information does not personally identify you.
- By aggregating information: We may aggregate and use certain information (for example, we may aggregate information to calculate the percentage of our users who have a particular telephone area code).

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as Personal Data under applicable law, then, in addition to the uses listed in the "Other Information We Collect" section above, we may use and disclose Other Information for all the purposes for which we use and disclose Personal Data.

### THIRD PARTY WEBSITES

This Privacy Notice does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site to which this AIG Electronic Services link. The inclusion of a link on AIG Electronic Services does not imply endorsement of the linked site by us or by our group companies.

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the information security practices) of other organizations, such as Facebook®, Twitter®, Apple®, Google®, Microsoft®, RIM/Blackberry® or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or electronic device manufacturer, including any Personal Data you disclose to other organizations through or in connection with the AIG Electronic Services.

### USE OF AIG ELECTRONIC SERVICES BY MINORS

AIG Electronic Services are not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Data through AIG Electronic Services.

#### **CHANGES TO THIS PRIVACY NOTICE**

We review this Privacy Notice regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on this Site.

Please take a look at the “LAST UPDATED” date at the top of this Privacy Notice to see when it was last revised; any change will be effective immediately upon being posted on this Site.

## NOTIS PRIVASI

Last updated: September 2015

AIG Malaysia Insurance Berhad ("AIG Malaysia") bersama dengan affiliate dan subsidiari lain American International Group, Inc ("AIG") (secara kolektif dirujuk sebagai "Affiliate AIG") bertekad untuk melindungi privasi individu-individu yang kami bertemu dalam menjalankan perniagaan kami. "Data Peribadi" adalah maklumat yang mengidentifikasikan dan berkaitan dengan anda atau individu lain (seperti orang tanggungan anda). Notis Privasi ini direka untuk memberikan notis dan membantu anda dalam memahami mengapa dan bagaimana AIG Malaysia mengumpul dan mengendalikan Data Peribadi anda, kepada siapa data tersebut dizahirkan, dan kepada siapa permintaan akses data boleh ditujukan.

### **PIHAK UNTUK DIHUBUNGI BERKENAAN DENGAN DATA PERIBADI ANDA**

Jika anda mempunyai sebarang soalan tentang penggunaan Data Peribadi anda oleh kami anda boleh menghubungi kami di:

AIG Insurance Malaysia Berhad  
UP: Customer Care Executive  
Level 18, Menara Worldwide,  
198 Jalan Bukit Bintang,  
55100 Kuala Lumpur.  
Emel: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)  
Telefon: 1800-88-8811  
Faks: 603-21180288

### **BAGAIMANA KAMI MENGUMPUL DATA PERIBADI**

Cara utama kami mengumpul Data Peribadi adalah melalui borang permohonan dan tuntutan berkenaan dengan produk insurans kami, menerusi telefon melalui permohonan telefon, e-mel dan komunikasi lain dengan kami, dan juga dari syarikat insurans lain, penyiasat tuntutan, ahli profesional perubatan, saksi dan/atau pihak ketiga lain yang terlibat dalam urusan perniagaan kami dengan anda.

Kami juga mengumpul Data Peribadi melalui cara lain seperti:

- laman web ini ("Laman" ini);
- aplikasi perisian yang disediakan oleh kami untuk digunakan pada atau melalui komputer dan peranti mudah alih ("Aplikasi");
- laman media sosial kami, termasuk yang dikaitkan di Sosial@AIG (<http://www.aig.com/social-media-3171-442101.html>), dan lain-lain kandungan, alat dan aplikasi media sosial ("Kandungan Media Sosial" kami).

Laman ini, Aplikasi, dan Kandungan Media Sosial kami secara kolektif dirujuk sebagai "Perkhidmatan Elektronik AIG".

## **DATA PERIBADI YANG KAMI KUMPUL**

Bergantung kepada hubungan anda dengan kami (contohnya, sebagai pemegang polisi konsumen; insured yang bukan pemegang polisi atau penuntut; saksi; broker komersial atau wakil yang dilantik; atau orang lain berkaitan dengan perniagaan kami), Data Peribadi yang dikumpul tentang anda dan tanggungan anda mungkin termasuk:

- **Maklumat pengenalan dan perhubungan umum**  
Nama anda; alamat; butiran e-mel dan telefon; jantina; status perkahwinan; status keluarga; tarikh lahir; kata laluan (termasuk dalam system kami); latar belakang pendidikan; sifat fizikal; rekod akitiviti, seperti rekod memandu; gambar; sejarah pekerjaan, kemahiran dan pengalaman; lesen dan penggabungan profesional; hubungan kepada pemegang polisi, insured atau penuntut; dan tarikh dan punca kematian, kecederaan atau kecacatan.
- **Nombor pengenalan dikeluarkan oleh badan atau agensi kerajaan**  
Nombor kad pengenalan; nombor keselamatan sosial atau insurans nasional; nombor pasport; nombor pas penggajian atau pas kerja; nombor ahli kumpulan wang simpanan pekerja; nombor pengenalan cukai; nombor pengenalan ketenteraan; atau nombor pemandu lesen atau nombor lesen lain.
- **Maklumat kewangan dan butiran akaun**  
Nombor kad pembayaran; nombor akaun bank dan butiran akaun; sejarah kredit dan skor kredit; aset-aset; pendapatan; dan maklumat kewangan lain.
- **Keadaan perubatan dan status kesihatan**  
Keadaan fizikal atau mental atau perubatan semasa atau terdahulu; status kesihatan; maklumat kecederaan atau kecacatan; prosedur perubatan dilakukan; tabiat peribadi (contohnya, merokok atau pengambilan alkohol); maklumat preskripsi; dan sejarah perubatan.
- **Maklumat sensitif lain**  
Dalam kes-kes tertentu, kami mungkin menerima maklumat sensitif tentang keanggotaan kesatuan pekerja anda, kepercayaan keagamaan, pendirian politik, sejarah perubatan keluarga atau maklumat genetik (contohnya, kalau anda memohon untuk insurans melalui rakan pemasaran pihak ketiga yang merupakan satu pertubuhan perdagangan, keagamaan atau politik). Sebagai tambahan, kami mungkin mendapatkan maklumat tentang rekod jenayah atau sejarah litigasi sivil anda dalam proses mencegah, mengesan dan menyiasat fraud, perubahan wang haram, pengedaran dadah atau jenayah serius yang lain. Kami juga mungkin mendapatkan maklumat sensitif jika anda memberikan ia secara sukarela kepada kami

(contohnya, jika anda menyatakan pilihan anda mengenai rawatan perubatan berdasarkan kepercayaan keagamaan anda).

- **Rakaman telefon**  
Rakaman panggilan telefon antara anda dan wakil-wakil dan pusat panggilan kami.
- **Maklumat yang membolehkan kami menyediakan produk dan perkhidmatan**  
Lokasi dan pengenalan harta yang diinsuranskan (contohnya, alamat harta, plat lesen kenderaan atau nombor pengenalan); rancangan perjalanan; kategori umur individu yang anda ingin menginsuranskan; nombor polisi dan tuntutan; butiran liputan/peril; punca kerugian; sejarah kemalangan atau kerugian sebelumnya; status anda sebagai pengarah atau rakan kongsi, atau pemilikan atau kepentingan pengurusan lain dalam sebuah organisasi; dan insurans lain yang anda pegang.
- **Pilihan pemasaran dan maklumbalas pelanggan**  
Anda boleh memaklumkan kepada kami pilihan pemasaran anda, memasuki satu pertandingan atau cabutan hadiah atau promosi jualan lain, atau bertindak balas kepada satu tinjauan kepuasan pelanggan sukarela.
- **Maklumat media sosial**  
ID akaun media sosial anda dan gambar profil, dan Data Peribadi lain-lain yang anda sediakan untuk kami melalui Perkhidmatan Elektronik AIG. Jika anda memilih untuk menyambung akaun media sosial anda yang disediakan oleh pembekal perkhidmatan social media lain ke akaun-akaun anda dengan mana-mana Perkhidmatan Elektronik AIG, Data Peribadi dari akaun media sosial anda akan dikongsi dengan kami, yang mungkin termasuk Data Peribadi yang sebahagian daripada profil akaun media sosial anda atau profil rakan anda.

#### **BAGAIMANA KAMI MENGGUNAKAN DATA PERIBADI**

Prinsip teras kami adalah untuk hanya mengumpul Data Peribadi yang kami percaya adalah relevan dan diperlukan untuk memahami keperluan insurans anda, untuk menjalankan perniagaan kami dan untuk menyediakan perkhidmatan pelanggan dan produk yang lebih baik.

Tujuan tertentu kami mungkin mengumpul dan menggunakan Data Peribadi termasuk:

- Berkomunikasi dengan anda dan pihak lain sebagai sebahagian daripada perniagaan kami. Untuk menyediakan insurans, perkhidmatan kewangan atau produk dan perkhidmatan yang berkaitan kepada anda dan mentadbir, menyelenggara, mengurus dan mengendalikan produk dan/atau perkhidmatan tersebut termasuk apa-apa pembaharuan.
- Menghantar kepada anda maklumat penting mengenai perubahan kepada polisi-polisi kami, terma dan syarat lain, pembaharuan polisi,

Perkhidmatan Elektronik AIG dan maklumat pentadbiran yang lain.

- Memproses, menilai dan memutuskan apa-apa permohonan atau permintaan yang dibuat oleh anda untuk produk atau perkhidmatan insurans.
- Bagi apa jua tujuan yang berkaitan dengan apa-apa tuntutan yang dibuat di bawah mana-mana produk insurans atau berkenaan dengan apa-apa perkhidmatan yang disediakan oleh AIG Malaysia atau Affiliate AIG, termasuk tanpa had, membela, menganalisis, menilai, memproses, menentukan, menetapkan, menjawab dan menguruskan tuntutan tersebut.
- Menilai kelayakan anda untuk pelan pembayaran, dan proses premium dan pembayaran-pembayaran lain anda.
- Menyediakan kualiti, latihan dan keselamatan yang lebih baik (contohnya, berkenaan dengan panggilan telefon ke nombor hubungan kami yang dirakam atau dipantau).
- Menghalang, mengesan dan menyiasat jenayah, termasuk fraud dan pengubahan wang haram, dan menganalisis dan mengurus risiko perdagangan lain.
- Menjalankan penyelidikan dan analisis pasaran, termasuk tinjauan kepuasan.
- Menyediakan maklumat pemasaran kepada anda (termasuk maklumat tentang produk dan perkhidmatan lain yang ditawarkan oleh rakan-rakan pihak ketiga yang terpilih) sejajar dengan pilihan anda yang telah anda maklumkan, jika ada.
- Memperibadikan pengalaman Perkhidmatan Elektronik AIG anda dengan membentangkan maklumat dan iklan yang disesuaikan bagi anda.
- Mengenal pasti anda kepada sesiapa yang anda menghantar pesanan melalui Perkhidmatan Elektronik AIG.
- membenarkan anda menyertai pertandingan, cabutan hadiah dan promosi-promosi serupa, dan untuk mengendalikan aktiviti-aktiviti ini. Sebahagian daripada aktiviti ini mempunyai terma dan syarat tambahan, yang boleh mengandungi maklumat tambahan tentang bagaimana kami mengguna dan menzahirkan Data Peribadi anda, jadi kami mencadangkan agar anda membaca ia dengan berhati-hati.
- Menguruskan infrastruktur dan operasi perniagaan kami, dan mematuhi dasar dan prosedur dalaman, termasuk yang berkaitan dengan pengauditan; kewangan dan perakaunan; pengebilan dan koleksi; sistem-sistem IT; pengehosan data dan laman web; kesinambungan perniagaan; dan pengurusan rekod, dokumen dan cetakan.
- Menyelesaikan aduan, dan mengendalikan permintaan akses atau pembetulan data.
- Mematuhi undang-undang dan kewajipan-kewajipan kawal selia yang berkenaan (termasuk undang-undang di luar Malaysia), seperti yang berkaitan dengan pencegahan pengubahan wang haram dan pencegahan keagasan; mematuhi

proses guaman; dan bertindak balas kepada permintaan dari pihak-pihak berkuasa awam dan kerajaan (termasuk yang di luar Malaysia).

- Tujuan audit, pematuhan, penyiasatan dan pemeriksaan.
- Memadankan sebarang Data Peribadi yang dipegang oleh AIG Malaysia atau Affiliate AIG berkaitan dengan anda dari semasa ke semasa bagi mana-mana tujuan yang disenaraikan dalam Notis Privasi ini.
- Memenuhi keperluan untuk membuat penzahiran selaras dengan mana-mana undang-undang yang mengikat AIG Malaysia atau mana-mana Affiliate AIG atau bagi tujuan mematuhi mana-mana peraturan-peraturan atau garis panduan yang dikeluarkan oleh mana-mana pihak berkuasa kawal selia atau lain-lain yang mempunyai bidang kuasa ke atas AIG Malaysia atau mana-mana Affiliate AIG.
- Menyemak latar belakang dan identiti, untuk tujuan seperti mengesahkan identiti anda untuk bertindak balas kepada permintaan anda demi disediakan dengan salinan polisi atau dokumentasi lain, sebarang permintaan oleh anda untuk menukar alamat anda dalam rekod kami, atau sebarang permintaan oleh anda untuk menukar akaun bank anda atau bayaran atau butiran lain-lain di dalam rekod kami.
- Menjalankan pemeriksaan kredit ke atas anda, seperti menganalisis, mengesahkan, dan/atau menyemak kredit, pembayaran dan/atau status anda berhubung dengan keupayaan anda untuk menggunakan perkhidmatan.
- Melaksanakan usaha wajar atau aktiviti pemeriksaan lain mengikut obligasi undang-undang atau peraturan atau prosedur pengurusan risiko yang mungkin diperlukan oleh undang-undang atau yang mungkin telah ditetapkan oleh AIG Malaysia.
- Menentukan apa-apa amaun hutang yang terhutang kepada atau daripada anda dan mengutip atau memungut semula apa-apa amaun terhutang daripada anda atau mana-mana orang yang telah memberikan jaminan atau akujanji bagi sebarang liabiliti anda.
- Membolehkan pembeli, pemegang serahhak, penerima pindahan, peserta atau sub-peserta mana-mana hak atau perniagaan AIG Malaysia atau Affiliate AIG, sebenar atau yang dicadangkan, menilai transaksi yang dimaksudkan sebagai subjek penyusunan semula, penggabungan, penjualan, usaha sama, tugas, pemindahan, penyertaan atau sub-penyertaan.
- Mewujudkan dan mempertahankan hak-hak di sisi undang-undang; melindungi operasi AIG Malaysia atau operasi mana-mana Affiliate AIG atau rakan perniagaan insurans, hak, privasi, keselamatan atau harta kami, dan/atau Affiliate

AIG, anda atau pihak lain; dan mengejar remedi yang sedia ada atau membataskan kerugian kami.

#### PEMINDAHAN ANTARABANGSA DATA PERIBADI

Disebabkan oleh sifat global perniagaan kami, bagi tujuan-tujuan yang dinyatakan di atas kami mungkin memindahkan Data Peribadi kepada pihak-pihak yang terletak di negara-negara lain yang mempunyai rejim perlindungan data yang berbeza daripada yang terdapat di Malaysia. Data Peribadi yang diikumpul oleh AIG Malaysia berkemungkinan akan dipindahkan ke tempat-tempat di luar negara (seperti kepada pusat data AIG atau selamat AIG, Affiliate AIG, pembekal perkhidmatan, rakan perniagaan dan pihak berkuasa kerajaan atau kawal selia) untuk melaksanakan tujuan, atau tujuan berkaitan langsung, yang baginya Data Peribadi dikumpulkan.

#### PERKONGSIAN DATA PERIBADI

AIG Malaysia sediakan Data Peribadi kepada:

- **Syarikat-syarikat kumpulan kami**  
Untuk senarai Affiliate AIG yang mungkin mempunyai akses kepada dan menggunakan Data Peribadi, sila rujuk kepada: [http://www.aigcorporate.com/AIG\\_All\\_Entities.pdf](http://www.aigcorporate.com/AIG_All_Entities.pdf). AIG Malaysia bertanggungjawab untuk pengurusan dan keselamatan Data Peribadi yang digunakan bersama-sama. Akses kepada Data Peribadi dalam AIG Malaysia dihadkan kepada individu-individu yang mempunyai keperluan untuk mengakses maklumat tersebut untuk tujuan perniagaan kami.
- **Pihak insurans dan pendedaran lain**  
Semasa memasarkan dan menyediakan insurans, dan memproses tuntutan, AIG mungkin menyediakan Data Peribadi kepada pihak ketiga seperti syarikat insurans lain; penginsurans semula; broker insurans dan insurans semula dan perantara dan ejen lain; wakil yang dilantik; pendedar-pendedar; rakan pemasaran afiniti; dan institusi-institusi kewangan, firma-firma sekuriti dan rakan kongsi perniagaan lain.
- **Pembekal-pembekal perkhidmatan kami**  
Pembekal perkhidmatan pihak ketiga luaran seperti ahli profesional perubatan, akauntan, aktuari-aktuari, juruaudit, pakar-pakar, peguam dan penasihat profesional luar yang lain; pembekal bantuan perjalanan dan perubatan; pembekal perkhidmatan pusat panggilan; pembekal perkhidmatan sistem sokongan dan pengehosan IT; pembekal perkhidmatan pencetakan, pengiklanan, pemasaran dan penyelidikan dan analisis pasaran; bank-bank dan institusi kewangan yang menawarkan perkhidmatan kepada akaun-akaun kami; pentadbir-pentadbir tuntutan pihak ketiga;



pembekal pengurusan dokumen dan rekod; penyiasat dan pelaras tuntutan; perunding pembinaan; jurutera-jurutera; pemeriksa-pemeriksa; perunding juri; penterjemah; dan vendor pihak ketiga yang serupa dan pembekal perkhidmatan penyumberan luar yang membantu kami dalam melaksanakan aktiviti perniagaan.

- **Penerima aktiviti perkongsian sosial anda**  
Kawan-kawan anda yang dikaitkan dengan akaun media sosial anda, pengguna laman web lain dan pembekal akaun media sosial anda, berhubungan dengan aktiviti perkongsian sosial anda, seperti jika anda menyambung akaun media sosial yang disediakan oleh pembekal perkhidmatan media social lain anda ke akaun Perkhidmatan Elektronik AIG atau log masuk ke akaun Perkhidmatan Elektronik AIG anda dari lain akaun media sosial. Dengan menyambungkan akaun Perkhidmatan Elektronik AIG anda dan akaun media sosial anda yang lain anda memberi kuasa kepada kami untuk berkongsi data dengan pembekal perkhidmatan akaun media sosial anda yang lain dan anda memahami bahawa penggunaan data yang kami berkongsi dengan pembekal akaun media social anda yang lain akan ditadbir oleh dasar privasi laman web pembekal perkhidmatan media sosial yang lain. Jika anda tidak mahu maklumat peribadi anda dikongsi dengan pengguna lain atau dengan pembekal akaun social media anda yang lain, sila jangan menyambung akaun media sosial anda yang lain dengan akaun Perkhidmatan Elektronik AIG anda dan jangan mengambil bahagian dalam perkongsian sosial di Perkhidmatan Elektronik AIG.
- **Pihak-pihak berkuasa kerajaan dan pihak ketiga terlibat dalam tindakan mahkamah**  
AIG juga mungkin berkongsi Data Peribadi dengan pihak berkuasa kerajaan atau awam lain (termasuk, tetapi tidak dihadkan kepada, lembaga-lembaga pampasan pekerja, mahkamah, penguatkuasa undang-undang, pihak berkuasa cukai dan agensi siasatan jenayah); dan peserta-peserta proses guaman sivil pihak ketiga dan akauntan-akauntan, juruaudit, peguam dan penasihat dan wakil lain mereka apabila kami percaya adalah perlu atau sesuai untuk: (a) mematuhi undang-undang yang berkenaan, termasuk undang-undang di luar Malaysia; (b) mematuhi dengan proses guaman; (c) bertindak balas kepada permintaan dari pihak berkuasa awam dan kerajaan termasuk pihak berkuasa awam dan kerajaan di luar Malaysia; (d) menguatkuasakan terma dan syarat kami; (e) melindungi operasi kami atau operasi mana-mana syarikat kumpulan kami; (f) melindungi hak, privasi, keselamatan atau harta kami, dan/atau syarikat kumpulan kami, anda atau

pihak yang lain; (g) membenarkan kami mengejar remedi-remedi yang sedia ada atau membataskan kerugian kami; dan (h) tujuan audit, pematuhuan, penyiasatan dan tujuan pemeriksaan.

- **Pihak Ketiga Lain**  
Kami mungkin berkongsi Data Peribadi dengan penerima bayaran; pembekal-pembekal perkhidmatan kecemasan (perkhidmatan kecemasan kebakaran, polis dan perubatan); peruncit-peruncit; jaringan, organisasi dan pembekal perubatan; pengangkut perjalanan; biro kredit; agensi-agensi laporan kredit; dan orang lain yang terlibat dalam satu kejadian yang menjadi subjek sesuatu tuntutan; serta pembeli dan bakal pembeli atau pihak lain dalam mana-mana penyusunan semula, penggabungan, jualan, usaha sama, tugas, pemindahan atau atau mana-mana urusan lain yang berkaitan dengan semua atau sebahagian perniagaan, aset atau saham kami, yang berlaku atau dicadangkan. Untuk menyemak maklumat yang diberi, dan untuk mengesan dan mengelakkan tuntutan palsu, Data Peribadi (termasuk butir-butir kecederaan) mungkin akan dikongsi bersama dengan syarikat insurans lain semasa pengurusan tuntutan untuk mengesan, mencegah dan menyiasat fraud.

Data Peribadi juga mungkin dikongsi oleh anda, pada papan pesanan, laman sembang, muka surat profil dan blog-blog, dan Perkhidmatan Elektronik AIG lain di mana anda mampu mempamerkan maklumat dan bahan. Sila perhatikan bahawa apa-apa maklumat yang anda menghantar atau mendedahkan melalui perkhidmatan ini akan menjadi maklumat awam, dan mungkin tersedia untuk pengunjung dan pengguna Perkhidmatan Elektronik AIG dan kepada orang awam. Kami menggesa anda untuk berhati-hati apabila menentukan untuk mendedahkan Data Peribadi anda, atau apa-apa maklumat lain semasa mengguna Perkhidmatan Elektronik AIG.

## KESELAMATAN

AIG Malaysia akan mengambil langkah-langkah teknikal, fizikal, undang-undang dan organisasi yang sesuai dan konsisten dengan undang-undang privasi dan keselamatan data yang berkenaan. Malangnya, tiada penghantaran data atas Internet atau sistem penyimpanan data yang boleh dijamin 100% selamat. Jika anda mempunyai sebab untuk mempercayai bahawa interaksi anda dengan kami tidak lagi selamat (contohnya, jika anda berasa bahawa keselamatan apa-apa Data Peribadi yang anda mungkin ada dengan kami telah dikompromikan), sila memberitahu kami dengan serta-merta. (Lihat seksyen "Pihak untuk dihubungi berkenaan dengan Data Peribadi anda" di atas.)

Apabila AIG Malaysia menyediakan Data Peribadi kepada sesuatu pembekal perkhidmatan, pembekal perkhidmatan tersebut akan dipilih dengan teliti dan diperlukan untuk menggunakan langkah-langkah yang sesuai untuk melindungi kerahsiaan dan keselamatan Data Peribadi.

#### **PENYIMPANAN DATA PERIBADI**

AIG Malaysia mengambil langkah-langkah munasabah untuk memastikan bahawa Data Peribadi yang kami proses boleh dipercayai untuk penggunaan yang dimaksudkan, dan adalah setepat dan lengkap seperti yang diperlukan untuk memenuhi tujuan-tujuan yang diterangkan dalam Notis Privasi ini. AIG akan menyimpan Data Peribadi untuk tempoh yang diperlukan untuk memenuhi tujuan-tujuan yang dibutirkan dalam Notis Privasi ini melainkan satu tempoh penyimpanan yang lebih panjang diperlukan atau dibenarkan oleh undang-undang.

#### **DATA PERIBADI INDIVIDU-INDIVIDU LAIN**

Jika anda menyediakan Data Peribadi kepada AIG Malaysia mengenai individu-individu lain, anda bersetuju untuk: (a) memberitahu individu tersebut tentang kandungan Notis Privasi ini; dan (b) memperolehi apa-apa persetujuan yang dikehendaki selaras dengan undang-undang untuk pengumpulan, penggunaan, penzahiran dan pemindahan (termasuk pemindahan rentas sempadan) Data Peribadi tentang individu tersebut sejajar dengan Notis Privasi ini.

#### **KEUTAMAAN PEMASARAN**

Kami akan menyediakan anda dengan peluang-peluang berkala untuk memberitahu kami keutamaan pemasaran anda, termasuk dalam komunikasi-komunikasi kami kepada anda. Anda juga boleh menghubungi kami secara e-mel di [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com) atau menulis kepada AIG Malaysia Insurance Berhad di Level 18, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur untuk memberitahu kami keutamaan pemasaran anda dan untuk memilih supaya tidak menyertai ("opt-out").

Jika anda tidak lagi mahu menerima e-mel berkaitan pemasaran dari AIG Malaysia pada masa hadapan, anda boleh memilih untuk tidak hendak menerima e-mel berkaitan pemasaran dengan mengklik pada pautan untuk "unsubscribe" yang disediakan dalam setiap e-mel atau dengan menghubungi kami di alamat-alamat di atas.

Kami bertujuan untuk mematuhi permintaan anda untuk tidak hendak menerima e-mel dalam tempoh masa yang munasabah. Sila perhatikan bahawa jika anda membuat pilihan sedemikian seperti yang diterangkan di atas, kami tidak akan dapat membuang Data Peribadi anda dari pangkalan data pihak ketiga yang kami telah berkongsi Data Peribadi anda (iaitu, kepada mereka yang telah kami memberikan Data Peribadi anda hingga tarikh di mana kami bertindak balas terhadap permintaan anda). Sila juga

perhatikan bahawa jika anda buat pilihan untuk tidak hendak menerima komunikasi pemasaran daripada kami, kami mungkin masih akan hantar komunikasi tentang pentadbiran penting lain di mana anda tidak boleh dipilih untuk tidak hendak menerima komunikasi sedemikian.

#### **PERMINTAAN AKSES DAN PEMBETULAN, SOALAN DAN KEBIMBANGAN**

Dalam negara-negara tertentu, seseorang individu mungkin mempunyai hak untuk akses, membetulkan, membantah penggunaan, atau meminta penghapusan atau penyelindungan Data Peribadi atas alasan-alasan tertentu. Sila hubungi kami seperti yang dinyatakan dalam seksyen "Pihak untuk dihubungi berkenaan dengan Data Peribadi anda" di atas untuk permintaan-permintaan sedemikian atau jika anda mempunyai sebarang soalan atau kebimbangan tentang bagaimana kami proses Data Peribadi. Sila perhatikan bahawa sesetengah Data Peribadi boleh dikecualikan daripada hak untuk akses, membetulkan, membantah penggunaan, atau meminta penghapusan atau penyelindungan selaras dengan undang-undang privasi dan perlindungan data tempatan.

#### **MAKLUMAT LAIN YANG KAMI MENGUMPUL MELALUI PERKHIDMATAN ELEKTRONIK AIG**

"Maklumat Lain" adalah sebarang maklumat yang tidak mendedahkan identiti khusus anda, seperti:

- Maklumat pelayar dan peranti elektronik;
- Data penggunaan App;
- Maklumat yang dikumpulkan melalui cookies, tag piksel dan teknologi lain;
- Maklumat demografi dan maklumat lain yang disediakan oleh anda; dan
- Maklumat agregat.

Kami atau pembekal perkhidmatan pihak ketiga kami mungkin mengumpul Maklumat Lain dengan pelbagai cara, termasuk:

- Melalui penyalar internet atau peranti elektronik anda: Maklumat tertentu akan dikumpul oleh kebanyakan laman web, seperti alamat IP anda (iaitu, alamat komputer anda di internet), resolusi skrin, jenis dan versi sistem operasi (Windows atau Mac), jenis dan versi pelayar internet, masa lawatan dan halaman-halaman dilawat, nama dan versi Perkhidmatan Elektronik AIG (seperti App) yang anda gunakan. Kami menggunakan maklumat ini untuk Perkhidmatan Electronic AIG berfungsi dengan betul.

- Melalui penggunaan App anda: apabila anda memuat turun dan menggunakan App, kami dan pembekal perkhidmatan kami boleh mengesan dan mengumpul data penggunaan App, seperti tarikh dan masa yang App pada peranti elektronik anda mengakses pelayan kami serta maklumat dan fail apa yang telah dimuat turun ke App berdasarkan nombor peranti anda.
- Menggunakan cookies: Cookies adalah cebisan maklumat yang disimpan secara langsung pada komputer yang anda gunakan. Cookies membolehkan kami mengenali komputer anda dan mengumpul maklumat seperti jenis pelayar internet, masa yang dihabiskan menggunakan Perkhidmatan Elektronik AIG, halaman yang dilawat, bahasa keutamaan dan halaman negara relevan. Kami mungkin menggunakan maklumat tersebut untuk tujuan keselamatan, untuk memudahkan pelayaran, untuk memaparkan maklumat dengan lebih berkesan, untuk memperibadikan pengalaman anda semasa menggunakan Perkhidmatan Elektronik AIG, atau mengumpul maklumat statistik tentang penggunaan Perkhidmatan Elektronik AIG. Cookies selanjutnya membenarkan kami untuk membentangkan iklan atau tawaran yang paling mungkin menarik kepada anda. Kami juga mungkin menggunakan cookies untuk mengesan tindakbalas anda kepada iklan-iklan kami dan kami mungkin menggunakan cookies atau fail lain untuk mengesan penggunaan laman web lain anda.

Salah satu syarikat-syarikat iklan yang kami gunakan ialah Google, Inc, yang berniaga sebagai DoubleClick. Untuk maklumat lanjutan tentang cookies DoubleClick, atau untuk memilih keluar dari cookies iklan DoubleClick sila lawat: <http://www.google.com/privacy/ads/>. Anda boleh menolak menerima cookies lain yang kami gunakan dengan melaraskan tetapan pelayar anda. Walau bagaimanapun, jika anda tidak menerima cookies tersebut, anda mungkin mengalami kesulitan dalam penggunaan Perkhidmatan Elektronik AIG dan beberapa produk dalam talian.

- Menggunakan tag piksel, isyarat web, GIF jelas atau teknologi serupa yang lain: Ini boleh digunakan dengan sesetengah Perkhidmatan Elektronik AIG dan pesanan e-mel yang diformatkan dalam HTML untuk, antara perkara-perkara lain, mengesan tindakan pengguna-pengguna Perkhidmatan Elektronik AIG dan penerima-penerima e-mel, mengukur kejayaan kempen pemasaran kami dan mengumpulkan statistik tentang penggunaan dan kadar tindak balas Perkhidmatan Elektronik AIG.

Kami menggunakan perkhidmatan analitik Adobe Omniture, yang menggunakan cookies dan isyarat web untuk membantu kami lebih memahami tentang bagaimana laman web kami diguna oleh pengguna jadi kami boleh terus untuk memperbaikinya. Adobe tidak mempunyai hak untuk menggunakan maklumat yang kami menyediakan kepada mereka selain yang perlu untuk membantu kami. Untuk maklumat lanjut tentang perkhidmatan Omniture Adobe, termasuk bagaimana untuk memilih keluar ("opt-out"), pergi ke <http://www.omniture.com/privacy/policy#optout>.

- Lokasi fizikal: Tertakluk kepada undang-undang berkenaan, kami mungkin mengumpul maklumat mengenai lokasi fizikal peranti elektronik anda dengan, contohnya, menggunakan satelit, menara telefon mudah alih/sel atau isyarat WiFi. Kami mungkin menggunakan lokasi fizikal peranti anda untuk menyediakan perkhidmatan dan kandungan yang diperibadikan berasaskan lokasi kepada anda. Tertakluk kepada keutamaan pemasaran anda seperti yang dinyatakan kepada kami atau undang-undang berkenaan, kami juga mungkin berkongsi lokasi fizikal peranti anda, digabungkan dengan maklumat tentang apa iklan yang anda lihat dan informasi lain yang kami kumpulkan, dengan rakan kongsi pemasaran kami bagi membolehkan mereka menyediakan anda dengan kandungan yang lebih peribadi dan mengkaji keberkesanan kempen pengiklanan. Dalam kes tertentu, anda mungkin dibenarkan mengizinkan atau menolak kegunaan dan/atau perkongsian lokasi peranti anda, tetapi jika anda memilih untuk menafikan kegunaan dan/atau perkongsian tersebut, kami dan/atau rakan kongsi pemasaran kami mungkin tidak dapat menyediakan anda dengan perkhidmatan dan kandungan diperibadikan yang berkenaan.
- Dari anda: Sesetengah maklumat (contohnya, lokasi atau cara-cara perhubungan terpilih anda) dikumpul apabila anda memberikannya secara sukarela. Melainkan jika disatukan dengan Data Peribadi, maklumat ini tidak mengenal pasti anda.
- Dengan mengagregatkan maklumat: Kami mungkin agregat dan menggunakan maklumat tertentu (contohnya, kami mungkin mengagregatkan maklumat untuk mengira peratusan pengguna-pengguna kami yang mempunyai kod telefon bagi kawasan tertentu).

Sila perhatikan bahawa kami mungkin menggunakan dan menzahirkan Maklumat Lain untuk sebarang tujuan, kecuali di mana kami dikehendaki untuk melakukan sebaliknya di bawah undang-undang yang berkenaan. Jika kami dikehendaki melayan Maklumat Lain sebagai Data

Peribadi di bawah undang-undang berkenaan, maka, sebagai tambahan kepada penggunaan yang tersenarai dalam seksyen "Maklumat Lain yang Kami Kumpul" di atas, kami mungkin mengguna dan menzahirkan Maklumat Lain untuk semua tujuan kami mengguna dan menzahirkan Data Peribadi.

#### **LAMAN WEB PIHAK KETIGA**

Notis Privasi ini tidak menangani, dan kami tidak bertanggungjawab untuk, privasi, maklumat atau amalan lain-lain pihak ketiga yang lain, termasuk mana-mana pihak ketiga yang mengendalikan mana-mana laman web kepada mana Perkhidmatan Elektronik AIG dihubungkan. Hubungan kepada Perkhidmatan Elektronik AIG tidak bererti pengesahan laman web oleh kami atau oleh syarikat-syarikat kumpulan kami.

Sila ambil perhatian bahawa kami tidak bertanggungjawab untuk pengumpulan, penggunaan dan penzahiran polisi dan amalan (termasuk amalan keselamatan maklumat) organisasi lain, seperti Facebook®, Twitter®, Apple®, Google®, Microsoft®, RIM / BlackBerry® atau mana-mana pemaju aplikasi, penyedia aplikasi, pembekal platform media sosial, pembekal sistem operasi, pembekal perkhidmatan wayarles atau pengilang peranti elektronik, termasuk apa-apa Data Peribadi yang anda mendedahkan kepada organisasi lain melalui atau berkaitan dengan Perkhidmatan Elektronik AIG.

#### **PENGGUNAAN PERKHIDMATAN ELEKTRONIK AIG OLEH ORANG DIBAWAH UMUR**

Perkhidmatan Elektronik AIG tidak ditujukan kepada individu-individu yang berumur 18 ke bawah, dan kami meminta bahawa individu-individu tersebut tidak memberikan Data Peribadi melalui Perkhidmatan Elektronik AIG.

#### **PERUBAHAN KEPADA NOTIS PRIVASI INI**

Kami menyemak Polisi Privasi ini dengan kerap dan rizabkan hak untuk membuat perubahan pada bila-bila masa untuk mengambil kira perubahan dalam perniagaan kami dan keperluan undang-undang. Kami akan memaparkan pengemaskinian tersebut pada Laman ini.

Sila lihat tarikh "LAST UPDATED" di bahagian atas Notis Privasi ini untuk mengetahui tarikh semakan terakhir; sebarang perubahan akan berkuat kuasa serta-merta apabila dipaparkan pada Laman ini.

Di mana terdapat percanggahan antara Notis Privasi versi bahasa Inggeris dan Notis Privasi ini, Notis Privasi versi Bahasa Inggeris hendaklah dipakai.

