

FlexiGuard Plus Business Insurance (Enhanced Fire)

Policy Wordings

CHUBB®

Contents

Summary Of Available Covers	1
Our Agreement	2
Definitions And Interpretation Applicable To All Sections	3
Warranty Applicable To The Entire Policy	4
Section A - Mandatory Sections	5
Fire	5
Conditions Applicable To This Section	5
Section B - Optional Sections	11
Consequential Loss	11
Conditions Applicable To This Section	11
All Risk	16
Exceptions Applicable To This Section	16
Conditions Applicable To This Section	16
Burglary	16
Exceptions Applicable To This Section	17
Conditions Applicable To This Section	17
Money	18
Definitions Applicable To This Section	18
Exceptions Applicable To This Section	18
Conditions Applicable To This Section	19

Contents (Cont'd.)

Plate Glass	19
Exceptions Applicable To This Section	19
Conditions Applicable To This Section	20
Public Liability	20
Definitions Applicable To This Section	20
Exceptions Applicable To This Section	20
Conditions Applicable To This Section	21
Employer's Liability	22
Definitions Applicable To This Section	22
Exceptions Applicable To This Section	22
Conditions Applicable To This Section	22
Fidelity Guarantee	23
Conditions Applicable To This Section	23
Group Personal Accident	24
Definitions Applicable To This Section	24
General Exclusions Applicable To This Section	25
Benefits	26
General Conditions	29
Exclusions Applicable to Section B (Excluding Consequential Loss)	30
Conditions Applicable to Section B (Excluding Consequential Loss)	32
Complaints	38
Privacy Notice	39

Summary of Available Covers

Subject to the payment of the Premium, Chubb will provide the cover selected subject to the exclusions, conditions and limitations stated in the Policy.

The following is a summary only of the types of cover available and does not form part of the terms of the insurance. We give examples of some of the significant benefits and risks but the actual policy wording and schedule which is part of this document set out the terms and conditions of this insurance.

- **Fire**
In the event of fire or lightning, your business is protected against loss of or damage to insured buildings, renovation, furniture, fixtures and fittings, machinery and equipment and stocks-in-trade. This helps you rebuild your business and gets you back up and running sooner.
- **Consequential Loss**
Covers loss of profits due to reduction in turnover and increase in cost of working, caused by fire, lightning and explosion. This helps you to bounce back from a disaster, and ensure your profits are well protected in the event of loss.
- **All Risks**
Equipment, plant and machinery will be protected in the event of loss or damage resulting from accidental external causes provided it is not excluded under the Policy.
- **Burglary**
Protects your goods and all properties properly locked and secured in your insured Premises against Burglary or robbery (with forcible entry).
- **Money**
Covers your cash, bank and currency notes, cheques and money orders against Burglary or robbery whilst in transit to and from the bank, contract sites and in your insured Premises during and after business hours.
- **Plate Glass**
We cover your signage and Glass panels against accidental breakage.
- **Public Liability**
Protection is provided for you against third party claims resulting from Bodily Injury or Property Damage which took place at your Premises.
- **Employer's Liability**
Covers you against liabilities in the event of Bodily Injury sustained by employees due to work related accidents or disease.
- **Fidelity Guarantee**
Insures you against loss of money and/or property due to fraud or act of dishonesty of your employee.
- **Group Personal Accident**
Covers you against Accidental Bodily Injury which results in death and disablement.

Our Agreement

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

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

The Insured is also required to disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied. The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

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

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

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

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

Regardless of the inclusions of the Sections in this Policy, the Section(s) applicable to the Insured and for which the Insured is covered for under this Policy, is/are only the Section(s) specified in the Policy Schedule issued to the Insured.

This Policy and the Policy 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 Policy Schedule shall bear such meaning wherever it may appear.

Any definitions, exceptions and conditions set out under any of the Sections in the Schedule and Policy must be read together with the 'Exclusions Applicable to Section B (excluding Consequential Loss)' and 'Conditions Applicable to Section B (Excluding Consequential Loss)'. As each Section may have its own claims process and requirements, each Section should be referred to separately for the applicable terms and conditions and the manner in which claims are to be made under the respective Section.

Definitions and Interpretation Applicable To All Sections

Definitions

The following definitions apply to all Sections of the Policy, except where an alternative definition is provided for in respect of a particular Section.

Chubb means Chubb Insurance Malaysia Berhad (Chubb).

Act of Terrorism or 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.

Business means the trade or occupation stated in the Schedule as carried out at the Premises.

Condition of Average or Average means that if the property hereby insured shall, at the time of any loss or damage covered by this Policy, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

Excess means the amount that the Insured is required to contribute towards the cost of any claim or series of claims arising out of one event for each applicable section, part and optional extension of the Policy as specified in the Schedule.

Glass means fixed glass, perspex and plastic material in a window, door, skylight, partition, showcase or advertising or identification signs.

Insured means the person(s) and/or entity(ies) named in the Schedule. Insured Person means the person(s) named or described in the Schedule to be the Insured Person(s) under the Group Personal Accident Section and who is/are not less than sixteen (16) years of age or more than sixty-five (65) years of age during the Period of Insurance.

Limit of Liability means the limit of Chubb's total maximum liability applicable to a section or part of the Policy as specified in the Schedule.

Policy means the contract of insurance between Chubb and the Insured which comprises this Policy wording, the Schedule and any document issued by Chubb.

Policy Period or Period of Insurance means the period stated in the Schedule during which the insurance cover provided by this Policy is in force.

Premises means the premises of the Insured stated in the Schedule and such other premises as declared by the Insured and accepted by Chubb.

Premium means the premium specified in the Schedule or in any endorsement to the Policy.

Property Damage or Damage to Property means physical damage to the substance of property. Physical damage to the substance of property shall not include damage to the 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 original structure and shall also be subject to Property Damage Clarification Clause.

Proposal means the application completed by the Insured or on its behalf (together with all accompanying information) relied upon by Chubb to enter into this Policy.

Schedule means the Schedule issued with this Policy wording.

Section means a part of the Policy in respect of which a particular type of insurance is provided. The individual Sections of the Policy are Fire, Consequential Loss, All Risk, Burglary, Money, Plate Glass, Public Liability, Employer’s Liability, Fidelity Guarantee and Group Personal Accident.

Sum Insured means the maximum amount Chubb will pay for a particular covered loss specified in a Section of the Policy, as stated in the Schedule.

Territory Limit means Malaysia. The following territorial limits apply, however, and should be read in conjunction with the relevant Section.

Section	Territorial Limits
All Risk	Within Malaysia but extended to Worldwide in respect of item specified in the Schedule under “Office Equipment (mobile)”.
Public Liability	Within Malaysia, but Worldwide (except USA/Canada) in respect of Oversea Visit by Company Executive extension
Employers Liability	Within Malaysia, but Worldwide in respect of Temporary Overseas Visits extension and subject to the Jurisdiction Clause.
Group Personal Accident	Worldwide.

Total Sum Insured means the maximum total amount Chubb will pay for all covered losses in relation to a particular Section of the Policy, as stated in the Schedule.

Consumer Insurance Policy means a contract of insurance entered into, varied or renewed by an individual wholly for his/her own purposes unrelated to the individual’s trade, business or profession.

Interpretation

In this Policy unless the context otherwise requires:

- (1) The singular includes the plural and the plural includes the singular;
- (2) If a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (3) References to an amount of money are references to that amount in Ringgit Malaysia; and
- (4) Headings are included for reference purposes only and do not form part of the Policy for interpretation.

Warranty Applicable To the Entire Policy

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 Chubb within sixty (60) days, from the inception date of this Policy.

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

Where the Premium payable pursuant to this warranty is received by an authorised agent of the Chubb, the payment shall be deemed to be received by Chubb for the purpose 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 Chubb.

Section A - Mandatory Sections

Fire

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

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

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

Conditions Applicable To This Section

(1) Misrepresentation

The Insured has a duty to disclose any matter that the Insured knows to be relevant to Chubb's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

(2) Receipts

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

(3) Insurance with Other Companies

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

(4) Fallen Buildings

All insurance under this Policy

- (a) On any building or part of any building,
- (b) On any property contained in any building
- (c) On rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part, PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structures were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

(5) Risk Not Covered

- (a) This Policy does not cover:
- i. Loss by theft during or after the occurrence of a fire.
 - ii. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)] or by its undergoing any heating or drying process.
 - iii. Loss or damage occasioned by or through or in consequence of
 - The burning of property or order of any public authority
 - Subterranean Fire
 - iv. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (b) This does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(b) only combustion shall include any self-sustaining process of nuclear fission.

(6) Perils Not Covered

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

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (e) Any act of terrorism

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

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

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

(7) Liability Not Covered

This insurance does not cover any liability for:

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

- (a) pollution or contamination which itself results from a contingency hereby insured against.
- (b) any contingency hereby insured against which itself results from pollution or contamination.

(8) Risks Not Covered Unless Expressly Included

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

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

(9) Alterations and Removals

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

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

(10) Marine Clause

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

(11) Cancellation of the Insurance

This insurance may be terminated at any time at the request of the Insured, in which case Chubb 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 Chubb by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case Chubb shall be liable to repay on demand rateable proportion of the premium for the unexpired term from date of cancelment. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by Chubb.

(12) Occurrence of Fire

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

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

(b) Particulars of all other insurance, if any.

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

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

(13) Expenses Incurred In Extinguishing Fires

The insurance under this policy extends to include:

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

(b) the cost of replacement of firefighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.

(c) Fire Brigade charges.

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

(14) Rights of Company Re-Salvage

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

(a) Enter and take and keep possession of the building or premises where the loss or damage has happened.

(b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

(c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.

(d) Sell any such property or dispose of the same for account of whom it may concern.

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

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

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

(15) Forfeiture

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

(16) Reinstatement

Chubb may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or insurers in so doing; but Chubb shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall Chubb 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 Chubb thereon.

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

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

(17) Market Value

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

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

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

(18) Subrogation of Rights

The Insured shall, at the expense of Chubb, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Chubb for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Chubb 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 Chubb.

(19) Contribution Clause

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

(20) Average

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

(21) Reinstatement of Sum Insured

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

(22) Arbitration

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

(23) Time Limit For Company's Liability

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

(24) Notices

Every notice and other communication to Chubb required by these conditions must be written or printed.

(25) Policy Schedule

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

Section B - Optional Sections

Consequential Loss

Chubb agrees (subject to the conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business be destroyed or damaged by

- (1) Fire
- (2) Lightning
- (3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes.

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Insurance or any subsequent period in respect of which Chubb agrees to accept the Premium required for the renewal of this Policy and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with.

Then Chubb will pay to the Insured in respect of each of item in the Schedule hereto the amount of loss resulting from such interruptions or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefore under such insurance.

And that the liability of Chubb shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf of Chubb.

Conditions Applicable To This Section

(1) Misrepresentation

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

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

(2) Premium Payment

No payment in respect of any Premium shall be deemed to be payment to Chubb unless a printed form of receipt for the same signed by an official or duly appointed agent of Chubb shall have been given to the Insured.

(3) Other Insurance

The Insured shall give notice to Chubb of any insurance or insurances already effected, or which may subsequently be effected, covering any of the loss hereby insured against and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of Chubb before the occurrence of any Damage, all benefits under this Policy shall be forfeited.

(4) Displacement

Immediately upon any fall or displacement;

- (a) of any building Damage to which might give rise to a claim under this Policy;
- (b) of any part of such building;
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part.

The insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein provided that:

Such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material;

- (i) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building or range of buildings or structure were included in the Premises to which this Policy refers. If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such full or displacement and did not either in origin or in extent, directly or indirectly, proximately or remotely, arise out of or in connection with any such full or displacement.

(5) Excluded Interruption Loss

Chubb shall not be liable in so far as the interruption loss is increased:

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business,
- (c) due to the Insured's lack of sufficient capital for timely restoration or replacement of property destroyed, damage or lost.

(6) (Excluded) Cover

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

- (a) The burning of property by order of any public authority,
- (b) Subterranean fire,
- (c) Explosion except as stated on the Policy,
- (d) The burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

(7) Excluded Cover

This insurance does not cover any loss resulting from damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent, directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences namely:

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance.
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (e) Any act of terrorism.

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

Any loss resulting from Damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss not covered by this insurance, except to the extent that the Insured shall prove that such Damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding, where Chubb alleges that by reason of the provisions of this condition any loss is not covered by this insurance, the burden of proving that such loss is covered shall be upon the Insured.

(8) Change in Risk

The insurance by this Policy shall cease if:-

- (a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (b) the Insured's interest cease otherwise than by death or
- (c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of Chubb.

(9) Increase in Risk

Notice shall be given to Chubb and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the Premises against Damage shall be increased.

(10) Cancellation

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

(11) Claim Procedure

On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to Chubb and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Policy shall, not later than thirty (30) days after the expiry of the Indemnity Period or within such further time as Chubb may in writing allow, at his own expense deliver to Chubb in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting there from. The Insured shall at his own expense produce, procure and give to Chubb such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of Chubb for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to Chubb forthwith.

(12) Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the Damage be occasioned by the wilful act, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

(13) Contribution

If at the time of any loss under this Policy there be any other subsisting insurance, whether effected by the Insured or by any other person or persons covering such loss or any part of it, Chubb shall not be liable to pay or contribute hereunder more than its rateable portion of such loss.

(14) Subrogation

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

(15) Arbitration

If any difference arises as to the amount of any loss such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties indifference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two 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, or 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 cost of the reference and of the award shall be at 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 if disputed shall be first obtained.

(16) Reinstatement of Sum Insured

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the correct period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full Sum Insured.

(17) Time Limitation

In no case whatever shall Chubb be liable in respect of any claim under this Policy after the expiration of

- (a) one year from the end of the indemnity period, or if later,
- (b) three months from the date on which payment shall have been made or liability admitted by Chubb covering the damage giving rise to the said claim, unless the claim is the subject of pending arbitration.

(18) Meaning

This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the Policy or of the Schedule shall bear such specific meanings wherever they may appear.

(19) Notice

Every notice and other communication to Chubb required by these conditions must be written or printed.

All Risk

If during the Period of Insurance or during any further period for which Chubb may accept payment for the renewal of this Policy the property or any part thereof shall be lost destroyed or damaged by fire theft or any other accident or misfortune while the said property is within the Territorial Limits then Chubb shall subject to the terms exceptions conditions contained herein or endorsed hereon pay or make good to the Insured the amount of such loss destruction or damage but not exceeding in respect of any of the several items specified the Sum Insured set opposite thereto respectively nor in the whole in any one Period of Insurance the Total Sum Insured.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Exceptions Applicable To This Section

Chubb shall not be liable to pay for loss destruction or damage:

- (1) caused by the wilful or dishonest act of the Insured's employees or of with the connivance of the Insured.
- (2) occasioned by or happening through:
 - (a) wear and tear, depreciation, gradual deterioration, mildew, moth, vermin, or any process of cleaning, dyeing, repairing, restoring or renovating;
 - (b) mechanical or electrical breakdown or derangement;
 - (c) scratching or denting of any article or breakage of lenses or glass china earthenware marble gramophone records or other articles of a brittle nature unless caused by burglary theft or fire;
- (3) to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money, stamp collections, documents of any kind, books of account, manuscript, medals, coins, livestock or motor vehicles and accessories unless specially mentioned.

Conditions Applicable To This Section

- (1) This Policy and the Schedule shall be read together 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 meaning wherever it may appear.
- (2) Each and every item specified in the Schedule is separately but similarly subject to Average.

Burglary

If during the Period of Insurance:

- (1) the property insured or any part thereof whilst contained within the Premises shall be lost destroyed or damaged by; or
- (2) there shall arise any damage to the Premises (falling to be made good by the Insured) by
Burglary or any attempt thereat then Chubb shall pay or make good to the Insured such loss destruction or damage to the extent of the value of the property lost destroyed or damaged or to the amount of the damaged so sustained but not exceeding in respect of any one item specified the Sum Insured set opposite thereto nor in the whole in any one Period of Insurance the Total Sum Insured.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Exceptions Applicable To This Section

Chubb shall not be liable to pay for:

- (1) property more specifically insured;
- (2) loss destruction or damage:
 - (a) where any member of the Insured's household or business staff is concerned as principal or accessory.
 - (b) resulting from any act committed by any person lawfully on the Premises.
 - (c) on the occasion of or consequent upon fire or explosion within the Premises or any loss, destruction or damage which can be insured by a Fire Policy.
 - (d) which can be insured against by a Glass Policy.
 - (e) resulting from a safe or strong-room being opened by a key obtained through its having been left on the Premises whilst not opened for business.
 - (f) arising while the Premises are in the occupation of a sub-tenant.
- (3) loss or destruction of or damage to deeds, bond, bills of exchange, promissory notes, cash bank notes, cheques, securities for money, stamps, stamp collections, documents of any kind, books of account, manuscripts, medals, coins, livestock or motor vehicles and accessories, unless specially mentioned.

Provided also that the Premises mentioned in the Schedule shall not include any yard, outbuilding or other appurtenances unless specifically included in the Schedule hereto.

Conditions Applicable To This Section

This Policy and the Schedule shall be read together 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 meaning wherever it may appear

- (1) For the purpose of this Policy the term "Burglary" shall mean:
 - (a) Theft of property from the Premises following felonious entry of the Premises by violent and forcible means; or
 - (b) Theft by a person in the Premises who subsequently breaks out by violent and forcible means provided there shall be visible marks made upon the Premises at the place of such entry or exit.
- (2) If any claim under this Policy shall in any respect be 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 Policy or if records showing all purchases of goods or stock particulars of articles or goods manufactured and of goods or stock sold or otherwise disposed of shall not have been duly and correctly kept during the time the Insured has carried on the Business then this Policy shall be void and all benefit thereunder shall be forfeited.
- (3) Each and every item specified in the Schedule is separately but similarly subject to Average.
- (4) The Insured shall exercise reasonable care in the selection and supervision of employees and shall take all reasonable precautions to safeguard the property and to secure all doors windows and other openings.
- (5) If at the time of the happening of any loss destruction or damage covered by this Policy there shall be any other insurance covering the same risk whether affected by the Insured or not then Chubb shall not be liable to pay more than their rateable proportion of the loss destruction or damage.
- (6) This insurance shall cease to be in force if
 - (a) the Insured carries on any Business at the Premises other than that stated in the Schedule.
 - (b) there be any other material change in the risk insured under this Policy or any change in the facts stated in the Proposal.
 - (c) the property shall pass from the Insured to any person otherwise than by will or operation of law unless Chubb shall by endorsement of this Policy agree to continue the insurance.

Money

In the event of an incident occurring during the Period of Insurance stated in the Schedule or any subsequent Period for which the Insured shall pay and Chubb shall agree to accept the Premium and subject to the terms exclusions and conditions contained herein or endorsed hereon where:

- (1) Money shall be lost destroyed or damaged:
 - (a) by any cause while in transit in the charge of the Insured's messenger and/or employee to or from any of the Insured's Premises or bank or contract sites until arrival at any of the Insured's Premises and/or other places of disbursements and in respect of wages and/or salaries until paid to employees or otherwise disbursed.
 - (b) from locked safe or strong room or by Hold-up while in the Premises.
- (2) any safe or strong room belonging to the Insured and containing Money is lost destroyed or damaged as a result of Burglary or any attempt thereat.

Chubb will indemnify the Insured in respect of such loss destruction or damage.

Provided that the liability of Chubb in respect of any one event shall not exceed the Sum Insured applicable thereto.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Definitions Applicable To This Section

For the purposes of this Section:

- (1) "Money" includes cash, bank notes, cheques, money orders, postal orders, bills of exchange and unused stamps.
- (2) "Burglary" shall mean:
 - (a) Theft following upon felonious entry of the Premises by violent and forcible means or;
 - (b) Theft by a person in the Premises who subsequently breaks out by violent and forcible means; provided there shall be visible marks made upon the Premises at the place of such entry or exit.
- (3) "Hold-up" shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Insured.

Exceptions Applicable To This Section

Chubb shall not be liable to pay for:

- (1) loss destruction or damage.
 - (a) outside the Territorial Limits.
 - (b) occurring on Premises which at the time are closed unless the Money is in a locked safe or strong room.
 - (c) occasioned by or happening through theft by an employee except while acting as a messenger and then only if such theft is discovered within seven working days of its occurrence.
 - (d) directly or indirectly caused by or contributed to by or arising from:
 - i. earthquake or other convulsion of nature.
- (2) shortages due to errors or omissions.
- (3) loss from a safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to any person.
- (4) loss or damage by or through the collusion of, the fraudulent embezzlement by, or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured.
- (5) loss from an unattended vehicle.

Conditions Applicable To This Section

- (1) This Policy and 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 meaning wherever it may appear.
- (2) If any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof or if books showing the amount of Money in transit insured by this Policy during the Period of Insurance shall not have been duly and correctly kept then this Policy shall be void and Chubb shall be under no liability in respect thereof.
- (3) The Insured shall take all reasonable precautions for the safety of Money.
- (4) Chubb shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that they consider necessary for the purpose of tracing and recovering Money lost or of securing reimbursement in respect of Money lost destroyed or damaged and the Insured shall at Chubb's expense furnish all such assistance as may reasonably be required by Chubb in connection with such proceedings.
- (5) The Insured shall keep an accurate record of Money in transit during each Period of Insurance and shall at all times allow Chubb to verify such record.

Plate Glass

Subject to the terms, exceptions and conditions herein or endorsed hereon if any of the Glass at the Premises shall during the Period of Insurance be broken by fracture extending through the entire thickness of the Glass as the result of any accident or misfortune not hereunder excepted Chubb will replace the broken Glass with Glass of similar quality or at, its option pay to the Insured the value of the Glass broken at the price current at the date of the breakage (less the value of any salvage).

Chubb will also pay to the Insured the reasonable cost of any necessary temporary boarding up pending replacement of the broken Glass.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Exceptions Applicable To This Section

Chubb shall not be liable in respect of:

- (1) Breakage occasioned by or traceable to
 - (a) redecoration, repair or construction of or structural alterations to the Premises
 - (b) alterations to the surrounding or position of any of the Glass whereby the risk of breakage is increased
- (2) Claims in respect of
 - (a) damage or breakage to window frames or framework of any description or other fittings unless it is expressly stated in the Schedule and its value included in the Sum Insured.
 - (b) damage or injury consequent on the breakage of Glass
 - (c) loss due to the interruption of business or alleged to be due to delay in replacement
 - (d) the cost of removal or reinstatement of window fittings or other obstructions to replacement
 - (e) disfiguration or scratching of the Glass

Conditions Applicable To This Section

- (1) In the event of any of the Glass being replaced by Glass of any other type or of different dimensions or the installation of additional Glass or of any change in the occupancy of the Premises the Insured shall advise Chubb as soon as possible of such alterations additions or change and shall pay any additional premium required by Chubb.
- (2) Chubb shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against Chubb to any person other than the Insured except to a transferee approved by Chubb.
- (3) The Insured shall take all reasonable precautions to protect the Glass in the event of it being exposed to unusual risk.
- (4) Chubb shall be entitled at any time in Chubb's own or the Insured's name to take steps for securing from any person causing the breakage or to whose negligence the breakage is due reimbursement of any sums payable hereunder.

Public Liability

Subject to the terms conditions and exceptions annexed hereto or endorsed hereon and to the Limit of Liability Chubb will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- (1) Accidental Bodily Injury to any person;
- (2) Accidental loss of or Accidental Damage to property

happening during the Period of Insurance and caused in the course of the Business within the Territorial Limits.

Chubb will in addition pay all costs and expenses incurred with their written consent.

In the event of the death of the Insured Chubb will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of this Policy insofar as they can apply.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Definitions Applicable To This Section

In relation to this Section, the following definitions apply:

- (1) Accident or Accidental means a sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by the Insured.
- (2) Bodily Injury means Accidental injury sustained by a person while this Policy is in force and for which the Insured is liable, resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.
- (3) Director means any person occupying the position of director of a corporation by whatever name called and includes a person in accordance with whose directions or instructions, the directors of a corporation are accustomed to act and alternate or substitute directors.
- (4) Executive means any person within the Insured's business holding senior management responsibility, but not a Director.

Exceptions Applicable To This Section

Chubb shall not be liable in respect of:

- (1) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (2) Bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.

- (3) Loss of or damage to:
- (a) property belonging to or in the custody or control of the Insured;
 - (b) property belonging to or in the custody or control of any person in the service of the Insured but the expression “custody or control” shall not apply to buildings not owned or tenanted by the Insured but temporarily occupied by the Insured for the purposes of alteration decoration or repair;
 - (c) that part of any property upon which the Insured or any person in the service of the Insured is or has been operating; any property land or buildings caused by vibration or removal or weakening of support of such land property or buildings; property caused by fire or explosion;
 - (d) ships craft or aircraft.
- (4) Injury loss or damage caused by:
- (a) the possession use or movement of ships, craft, aircraft, or railway stock;
 - (b) the possession or use of mechanical propelled road vehicles but provided the Insured is not entitled to indemnity under any other Policy, this exception shall not apply to injury loss or damage as herein defined arising from:
 - i. the act of loading or unloading from a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle;
 - ii. the defective loading by the Insured or any person in the service of the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured
 - (c) lifts cranes escalators or power hoisting machines unless specified in the Schedule under the heading “Plant”;
 - (d) defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance;
 - (e) goods (which term shall be deemed to include containers) sold or supplied or which have been repaired or renovated other than goods in the custody or control of the Insured;
 - (f) sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors.

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

Conditions Applicable To This Section

This Policy and 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 meaning wherever it may appear.

- (1) The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises furnishings fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- (2) If the Premium has been calculated on estimates supplied by the Insured an accurate record shall be kept by the Insured of all matters for which estimates have been furnished and the Insured shall at all times allow Chubb to inspect such record. Within one month of the expiry of each Period of Insurance the Insured shall supply Chubb with a correct account of the particulars necessary for assessing the Premium and if the actual particulars shall differ from the estimates upon which Premium has been paid the difference in Premium shall be met by a further proportionate payment to Chubb or by a refund by Chubb as the case may be.

Employer's Liability

It is agreed that if any Employee 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, Chubb will subject to the terms exceptions and conditions contained herein or endorsed hereon indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such injury or disease and will in addition pay all costs and expenses incurred with Chubb written consent.

Chubb will also in the event of the death of the Insured indemnify the Insured 's legal personal representatives under 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 this Policy in so far as they can apply.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Definitions Applicable To This Section

In relation to this Section, the following definitions apply:

- (1) Accident or Accidental means a sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by the Insured and the Employee.
- (2) Bodily Injury means Accidental injury sustained by the Employee of the Insured while this Policy is in force, resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.
- (3) Employee means a person under a contract of service or apprenticeship with the Insured.

Exceptions Applicable To This Section

Chubb shall not be liable in respect of:

- (1) the Insured 's liability to employees of contractors to the Insured.
- (2) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (3) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (4) any injury by accident or disease sustained outside the Territorial Limits.
- (5) any liability of the Insured to pay compensation to an Employee or to the legal personal representatives or dependents of an Employee by virtue of any workmen's compensation law.
- (6) Death, injury, illness, charges or expenses of the Insured's Employee attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof.

Conditions Applicable To This Section

- (1) This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- (2) The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
- (3) The first Premium and all renewal premiums 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 Chubb to inspect such records and shall supply Chubb with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which Premium has been paid the difference in Premium shall be met by a further proportionate payment to Chubb or by a refund by Chubb as the case may be.

Fidelity Guarantee

In consideration of the payment of the first Premium and subject to the terms and conditions herein or endorsed hereon which are to be deemed conditions precedent to any liability on the part of Chubb so far as they relate to anything to be done or complied with by the employer as specified in the Schedule Chubb agrees to reimburse to the employer all such direct pecuniary loss not exceeding the amount of guarantee as specified in the Schedule as the employer shall sustain by all acts of fraud or dishonesty committed by any of the employee as specified in the Schedule:

- (1) during the Period of Insurance, and
- (2) during the uninterrupted continuance of employment of such employee, and
- (3) in connection with his/her occupation and discovered during the Period of Insurance or within six months thereafter or within six months after the termination of such employment whichever shall happen first.

Chubb shall not be liable to make any payment hereunder if the nature of the business of the employer shall be changed or the remuneration of any of the employee reduced without the sanction of Chubb or if the precaution and checks for securing accuracy of the accounts mentioned in the said proposal and correspondence relative thereto shall not be duly observed.

If this Policy shall be continued in force for more than one Period of the Indemnity or if any liability shall exist on the part of Chubb under this Policy and also under any other Policy in respect of fraud or dishonesty of the employee, the liability of Chubb hereunder shall not be accumulated or increased thereby but the aggregate liability of Chubb during any number of Period of Indemnity and for any number of acts or fraud or dishonesty committed by the employee shall not exceed the amount of guarantee or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Conditions Applicable To This Section

- (1) Notice in writing shall be given to Chubb within seven days after any act or fraud or dishonesty on the part of any of the employee or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the employer or of any representative of the employer to whom is entrusted the duty of superintendence over any of the employee and no amount shall be payable under the Policy in respect of the employee by reason of any act committed after such knowledge shall have come to the employer or his representative.
- (2) Within three months after such notice the employer shall deliver to Chubb full details of his claim and shall furnish proof of the identity of the employee concerned and of the correctness of such claim. Chubb shall not be liable to pay more than one claim in respect of any one of the employee.
- (3) All books of accounts of the employer or any accountant's reports thereon shall be open to the inspection of Chubb and the employer shall give all information and assistance to enable Chubb to sue for and obtain reimbursement by any one of the employee or his estate of any monies which Chubb shall have paid or become liable to pay under this Policy.
- (4) Any monies of any one of the employee in respect of whom a claim is made in the hands of the employer and any monies which but for any act of fraud or dishonesty committed by such one of the employee would have been due to that employee from the employer shall be deducted from the amount of the loss before a claim is made under this Policy.
- (5) The employer and Chubb shall share any other recovery (excluding insurance and reinsurance and any counter security taken by Chubb) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
- (6) If at the time of any claim arising under this Policy there be any subsisting guarantee or security in respect of the acts or defaults of the Employee Chubb shall not be liable to pay or contribute more than its rateable proportion of such claim.

Group Personal Accident

In consideration of payment of Premium, Chubb agrees to pay benefits in accordance with the conditions, definitions, exclusions and provisions contained herein.

In witness whereof, Chubb has caused this Policy to be executed and commenced for the Period of Insurance as stated in the Schedule.

Provided that no insurance shall be in force unless the Schedule attached hereto is signed by Chubb's authorised representative.

Any definitions, exceptions and conditions set out in relation to this Section must be read in conjunction with Definitions and Interpretation Applicable to All Sections, Exclusions Applicable to Section B (Excluding Consequential Loss) and Conditions Applicable to Section B (Excluding Consequential Loss).

Definitions Applicable To This Section

In relation to this Section, the following definitions apply:

- (1) Accident or Accidental means a sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by the Insured Person.
- (2) Accidental Death means death occurring as a result of an Accidental Bodily Injury.
- (3) Benefit means the respective benefit, as stated in the Policy Schedule, payable Chubb under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
- (4) Bodily Injury means Accidental injury sustained by the Insured Person while this Policy is in force, resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.
- (5) Fingers, Thumbs, or Toes means the digits of a Hand or Foot.
- (6) Foot means the entire foot below the ankle.
- (7) Hand means the entire hand below the wrist.
- (8) Hospital means an establishment which meets the following requirements:
 - (a) holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
 - (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) provides a 24-hour a day nursing service by registered nurses;
 - (d) has a staff of one or more Physicians available at all times;
 - (e) provides organised facilities for diagnosis and major surgery facilities; and
 - (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
- (9) Insured Persons means the person(s) named or described in the Schedule, or any amendment or endorsement to this Policy, to be the Insured Person(s) and who is/are not less than sixteen (16) years of age or more than sixty-five (65) years of age during the Period of Insurance.
- (10) Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.
- (11) Loss means in connection with:
 - (a) Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
 - (b) hearing, total and Permanent loss of hearing;
 - (c) speech, total and Permanent loss of the ability to speak;
 - (d) and which in each case is caused by Bodily Injury.

- (12) Loss of Use means permanent and total loss of the use of the Limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured Person.
- (13) Loss of Sight means total and irrecoverable loss of all sight in any eye rendering the Insured Person absolutely blind in that eye and beyond remedy by surgical or other treatment.
- (14) Permanent means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.
- (15) Permanent Disablement means disablement that results solely, directly and independently of all other causes from Bodily Injury and which occurs within three hundred and sixty-five (365) consecutive days of the Accident in which Bodily Injury was sustained and:
 - (a) falls into one of the categories listed in the Table of Benefits; or
 - (b) is a disablement which, having lasted for a continuous and uninterrupted period of at least three hundred and sixty-five (365) consecutive days, is at the expiry of that period, beyond hope of improvement.
- (16) Permanent Total Disablement means disablement which, having lasted for at least twelve (12) consecutive months, will, in all probability, entirely prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.
- (17) 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 their licensing and training in the geographical area practice but excludes the Insured Person or their relative.
- (18) Policyholder means the named company listed as the Policyholder on the Policy Schedule, who pays Premium to Chubb in respect of Insured Persons.

General Exclusions Applicable To This Section

This Policy does not cover, and Chubb would not in any event be liable to pay any Benefits in respect of, any claim under this Policy which, directly or indirectly, is caused by, is a consequence of, arises in connection with or is contributed to by any of the following:

- (1) The Insured Person serving as a law enforcement officer, emergency medical or fire service personnel, civil defence personnel or member of the armed forces of any country or international authority, whether on full time service or as a volunteer.
- (2) Any illegal, wilful or intentional acts of an Insured Person while sane or insane, suicide or any attempt thereof suicide pacts or agreement while sane or insane or any intentional self-inflicted injury.
- (3) Illness, diseases, or any bacterial infection other than bacterial infection that is the direct result of accidental cut or wound.
- (4) Pregnancy, childbirth, or miscarriage or any complications thereof.
- (5) The Insured Person engaging in aviation, other than as a fare-paying passenger in, boarding and alighting from any fixed-wing aircraft provided and operated by a regularly scheduled airline or air charter company who is duly licensed for the regular transportation of fare-paying passengers and provided that such aircraft is operated only between established commercial airports.
- (6) The Insured Person engaging in professional sports, any speed contest or racing (other than on foot).
- (7) Provoked murder or assault.
- (8) Accidental Death or Permanent Disablement as a result of the Insured Person operating or riding a two-wheeled vehicle.
- (9) Illegal acts of an Insured Person or an Insured Person's executors, administrators, legal heirs or personal representatives.

- (10) The Insured Person driving any vehicle/craft while the alcohol content of their blood exceeds the level permitted by the law of the country where the Accident occurs raising a legal presumption that they are incapable of having proper control of the vehicle/craft.
- (11) Intoxication by drugs other than drugs prescribed by or taken in accordance with a Physician's instruction.
- (12) Pre-existing physical or mental defect or infirmity.
- (13) Is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- (14) Engaging in martial arts, parachuting, hang-gliding, mountaineering involving the use of ropes or mechanical guides (including rock-climbing), hunting, steeple-chasing, ice-hockey, boxing, bungee jumping, polo-playing, winter sports, yachting, water ski jumping, underwater activities involving the use of breathing apparatus, using wood-working machinery driven by mechanical power, pace-making, speed or reliability trials.

Benefits

(1) Personal Accident Benefits

If during the Period of Insurance the Insured Person sustains Bodily Injury which results in their Accidental Death within three hundred and sixty-five (365) days from the date of Accident, Chubb will pay the relevant Benefits as stated in the Policy Schedule under Section 1 - Part A - Accidental Death Benefit.

(2) Permanent Disablement Benefit

If during the Period of Insurance the Insured Person sustains Bodily Injury which results in their Permanent Disablement within three hundred and sixty-five (365) days from the date of Accident, Chubb will pay the relevant Benefits to the extent specified below up to the maximum amount as stated in the Policy Schedule under Section 1 - Section B - Permanent Disablement Benefit:

(3) Table Of Benefits

Permanent Disability		% if capital sum stated in the schedule
(a)	Permanent Total Disablement	100%
(b)	Permanent & Total Paralysis of all limbs	100%
(c)	Loss of both Hands or Feet	100%
(d)	Loss of one (1) Hand or one (1) Foot	100%
(e)	Loss of sight of one (1) eye or both eyes	100%
(f)	Permanent Loss of Speech and hearing	100%
(g)	Permanent Loss of hearing in: i. both ears ii. one (1) ear	75% 25%
(h)	Permanent Loss of Speech	50%
(i)	Permanent Loss of the lens of one (1) eye	50%
(j)	Loss of Use of one (1) thumb: i. both phalanges ii. one phalanx	30% 15%
(k)	Permanent Loss of four (4) Fingers and Thumb of: i. right hand ii. left hand	70% 50%
(l)	Loss of Use of four (4) Fingers of: i. right hand ii. left hand	40% 40%
(m)	Loss of Use of Fingers: i. three phalanges ii. two phalanges iii. one phalanx	10% 8% 5%
(n)	Loss of Use of Toes: i. all of one foot ii. great, one phalanges iii. great phalanx	15% 5% 3%
(o)	Fractured leg or patella with established non-union	10%
(p)	Shortening of leg by at least 5 cm	7.5%
(q)	Other Permanent Disablements not specified. Chubb will adopt a percentage that is consistent with the above scale without reference to the Insured Person's occupation	

Provisions under Benefits 1 & 2:

- (1) Loss of Use of a member shall be treated as Loss of the member.
- (2) If compensation is payable for Loss of or Loss of Use of a whole member of the body, then compensations for parts of that member cannot also be claimed.
- (3) 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 percentage relating to the left arm or left hand apply to the right arm or right hand respectively.
- (4) Compensation shall not be payable for more than one (1) of the conditions in the Table of Benefits in respect of the same Bodily Injury. The admission of any one (1) benefit in the Table of Benefits 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.
- (5) Total compensation payable for each Insured Person in one (1) policy year is limited to 100% of the sum insured. 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.
- (6) Unless otherwise stated in the Policy Schedule the maximum compensation payable for Parts A & B occurring while a number of Insured Persons are travelling together on the same conveyance shall be limited to RM5,000,000. In the event the aggregate loss exceeds RM5,000,000, Chubb shall settle the claims of the respective Insured Persons on a proportionate basis.

Additional Cover

- (1) Exposure - If during the Period of Insurance the Insured Person is unavoidably exposed to the elements as a result of an Accidental Bodily Injury and because of such exposure, suffers an Accidental Death, the relevant benefit shall be payable by Chubb subject to the terms and conditions of this Policy.
- (2) Disappearance - If during the Period of Insurance the Insured Person disappears and after three hundred and sixty- five (365) days, it is reasonable to believe that such Insured Person would have suffered an Accidental Death as a result of Bodily Injury, the relevant Benefit shall be payable Chubb subject to the terms and conditions of this Policy and the receipt by Chubb of a signed undertaking from the personal representatives of such Insured Person, in such form as Chubb may require, that if such belief is subsequently found to be wrong, any Benefits paid shall be immediately refunded to Chubb in full and such Insured Person shall be liable to pay interest on any sum paid Chubb for such period and at such rate as Chubb may determine.

Special Conditions

- (1) If the Insured Person suffers a Bodily Injury resulting in any one (1) of events under Specified Benefits 2 - Permanent Disablement Benefits - (a) - (f), Chubb will not be liable under the Policy for any subsequent Bodily Injury to that Insured Person.
- (2) Benefits shall not be payable for more than one (1) of Specified Benefits 1 - Accidental Death and Section B - Permanent Disability (a) to (q) in respect of the same Bodily Injury.

General Conditions Applicable To This Section

- (1) Aggregate Limit of Liability - Aggregate Limit of Liability shall be as stated in the Schedule per any one (1) Conveyance or per any one (1) Occurrence as shown on the Policy Schedule. Chubb shall not be liable for any amount in excess of the above stated Aggregate Limit of Liability.

If the Aggregate amount of all benefits payable under this contract exceeds the Aggregate Limit, the Benefit payable to each Insured Person shall be proportionally reduced until the total of all benefits does not exceed the Aggregate Limit of Liability.

- (2) Misrepresentation - This Policy may be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by the Policyholder or the Insured Person which is material to or connected with:
- (a) The health of the Insured Person, in particular:
 - i. whether the Insured Person is suffering from a disease, illness, disability or handicap; or
 - ii. whether the Policyholder and/or the Insured Person is aware of circumstances suggesting that the Insured Person may be suffering from a disease, illness, disability or handicap;
 - (b) The Policyholder and/or the Insured Person's risk experience and claim history;
 - (c) The Policyholder and/or the Insured Person's insurance record, including previous refusals to grant insurance coverage; and
 - (d) The nature of the Policyholder's business and the nature of the employment of each Insured Person. This provision shall not apply if this Policy is a Consumer Insurance Policy.
- (3) Information Update - In the event of any change in any of the information disclosed to Chubb, in particular the nature of the business of the Insured or the employment of any Insured Person, the Insured shall give written notice to Chubb and pay any additional premium that is required by Chubb.
- Before renewing this Policy, the Policyholder should give written notice to Chubb of any material facts relevant to this Policy which the Policyholder or the Insured Person is, or should be aware of, including any disease, physical or mental condition or infirmity affecting any Insured Person.
- (4) Maintenance of Records and Examination - The Policyholder shall maintain records of the Insured Persons showing in respect of each Insured Person all and any material information. Chubb shall have the right to examine these records at any time during the term of this Policy and within three years after the expiration of this Policy or until the adjustment and settlement of all claims hereunder, whichever is later.
- (5) Age Limits - It is agreed that Insured Persons covered under this Policy must be between the ages of sixteen (16) and sixty-five (65) years at the date of their inclusion and each subsequent renewal.
- (6) Notice Of Trust Or Assignment - Chubb shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.
- (7) Territorial Limits - The coverage as afforded under this Policy is twenty four (24) hours a day worldwide unless otherwise endorsed or amended.

Exclusions Applicable To Section B (Excluding Consequential Loss)

The Policy does not cover any, claim, loss, damage, destruction, compensation, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of whether there is any other contributing cause or event:

Date Recognition

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

- (1) Chubb 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:
 - (a) correctly recognize any date as its true calendar date;
 - (b) 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
 - (c) 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 the date.
- (2) It is further understood that Chubb 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 are listed above in (1).
- (3) It is further understood that Chubb 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 device, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (1) above.
- (4) It is further understood that Chubb will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (1) above to correctly recognize any date as its true calendar after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in (1), (2), (3) or (4) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Savings (to be read in conjunction with Date Recognition endorsement)

The date recognition endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hurricane, cyclone, typhoon, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcanic eruption, flood, bursting or overflowing of water tanks or pipes, subsidence and landslide and spontaneous combustion.

Cyber Clause

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

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

Radioactivity

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes any loss, damage, destruction, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of any other cause or event contributing concurrently or in any sequence to such loss, damage, destruction, liability, cost or expense:

- (1) ionizing 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 exclusion only combustion shall include any self-sustaining process of nuclear fission;
- (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism

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

This Policy also excludes loss, injury, damage, cost, 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 any Act of Terrorism.

If Chubb allege that by reason of this exclusion, any loss, injury, damage, cost, 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.

War and Civil Commotion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, strike, riot, revolution, mutiny, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

This Policy also excludes loss, injury, damage, cost, 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 type of occurrence described in this endorsement.

If Chubb allege that by reason of this exclusion, any loss, injury, damage, cost, 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.

Act of Government

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by permanent or temporary dispossession resulting from or in connection with commandeering, confiscation, nationalisation, requisition or wilful destruction by any lawfully constituted governmental, public, municipal, local or customs authority.

Conditions Applicable To Section B (Excluding Consequential Loss)

Entire Contract, Changes

The Policy including endorsements and attached papers, if any constitutes the entire contract of insurance. No change in this Policy shall be valid unless approved by an authorized representative of Chubb and such approval endorsed hereon or attached hereto. No agent has the authority to change this Policy or to waive any of its provisions.

Condition Precedent to Liability

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

This condition shall not apply if this Policy is a Consumer Insurance Policy.

Duty of Insured

The Insured shall at his own expense take all reasonable precautions for the safety and protection of the property insured and/or comply with all reasonable recommendations of Chubb to prevent loss, damage, liability and/or accidents and/or for the safety of the property and/or money insured; and/or shall comply with all statutory obligation, by-laws and regulations imposed by any public authority and/or the manufacturer's recommendation for the safety, use, storage and maintenance of the property insured as if it were not insured and/or exercise all care and diligence in the selection and supervision of employees and/or shall ensure that the doors and windows and any other means of entrance and/or shall not do, suffer or permit anything whereby the risk of Chubb shall be increased.

Notification

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

Claims Notification and Procedure

On the happening of any event giving rise, or likely to give rise, to a claim under this Policy, the Insured shall, at its own expense:

- (1) within fourteen (14) days inform Chubb, of any damage, injury or receipt of notice of any claim and/or of the institution of any proceedings against the Insured.
- (2) as soon as practicable give written notice within thirty (30) days of the occurrence to Chubb stating the circumstances of the claim and take all practicable steps to discover the guilty person or persons and to trace and recover the property lost. No claims shall be valid hereunder unless written notice of loss shall be given within 30 days of the occurrence;
- (3) within fourteen (14) days of such notice or such further time as Chubb may in writing allow, at the Insured's own expense, deliver to Chubb a statement in writing with all particulars and details reasonably practicable of the property affected, and the intrinsic value of each article loss and the amount of the damage sustained thereof, excluding profit of any kind;
- (4) as soon as reasonably possible inform the Police of any malicious damage, burglary, fraudulent misappropriation, theft or any attempted theft of insured property;
- (5) furnish all such vouchers, proofs, explanations and other evidence as may be reasonably required by Chubb, together with a statutory declaration, if required, in verification of the claim;
- (6) take immediate steps to minimize the damage and recover any missing property and give notice to any third party who has custody of the property or who may be responsible for the loss or damage;
- (7) not dispose of any damaged insured property that is, or may be, subject to a claim under this Policy, nor arrange for the repair or replacement of such property, without Chubb's written consent;
- (8) use the best endeavours to preserve any damaged or defective plant or appliances or 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 be made without the consent of Chubb to any premises fencing machinery furnishings fittings appliances or plant which may have been the cause of injury loss or damage until Chubb shall have had an opportunity of inspection.

Cancellation

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

Fraud or Dishonesty

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

Changes in Risk

If at any time any changes shall occur materially varying the risk existing at the date of the Proposal, including but not limited to any of the following circumstances, the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of Chubb signified by endorsement upon the Policy, by or on behalf of Chubb:

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

Legal Proceedings

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

Subrogation

The Insured shall, at the expense of Chubb, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Chubb for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Chubb 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 indemnification by Chubb.

Entry of Premises

Chubb may at all reasonable times for the purpose of enquiry or examination by their authorized officials and agents enter into any Premises or places to which this insurance applies or in which injury illness loss or damage has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.

Contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether affected by the Insured or by any other person or persons, covering the same property:

- (1) Chubb shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- (2) Each item of this Policy shall be separately subject to this condition.

Excess

The Insured must pay the amount of any applicable Excess shown in the Schedule in respect of each claim the Insured makes under the Policy. The Excess is payable by the Insured at such time required by Chubb.

If any loss, damage, destruction, liability, cost or expense leads to a claim under more than one section of the Policy, the Insured must pay the highest applicable Excess.

Applicable Terms

In the event of a conflict between the general terms, conditions and exceptions and/or the clauses/warranties/endorsements stated herein and the specific conditions, exceptions, clauses, warranties or endorsements stated under of the Sections of specific insurance cover stated in the Schedule and/or Policy, the latter shall prevail.

Market Value

In the event of a loss to the property insured herein, the Limit of Liability shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess or any amount which the Insured is required to bear under the Policy.

For the purpose of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss taking into account due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the Insured property shall for the purpose of this condition be determined by a valuation obtained by Chubb from the manufacture, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the Insured property damaged or loss as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacture, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a loss adjuster registered under the Financial Services Act 2013 and to be mutually appointed by both parties. The valuation of the Insured property by the manufacture, authorized sole agent or agent, authorized broker or authorized distributor or loss adjuster registered under the Financial Services Act 2013, shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against Chubb.

Designation

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

Diminution in Sum Insured

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

Rights of Chubb

On the happening of any damage to any of the property insured by this Policy, Chubb may:

- (1) Take possession of or require to be delivered to it the damaged property insured.
- (2) Keep possession of any such property and repair or 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 Chubb at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined and Chubb shall not by any act done in the exercise or purported exercise of this power hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answers to any claim.

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

Option of Settlement

Chubb may at its option reinstate, repair or replace the property lost, instead of paying the amount of the loss or damage in money or may join with any other company or insurers in so doing; but Chubb shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall Chubb 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 Chubb thereon.

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

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

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 a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (1) 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 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.
- (2) Loss or damage resulting from 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.

Governing Law

This Policy is governed by, and interpreted in accordance with, the laws of Malaysia.

Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the Insured and the Company. In the event that the Insured and the Company are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then the Insured and the Company shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of the Company's disclaimer to the Insured.

Payment of Claims

Except as stated otherwise in the Group Personal Accident Section, any claims that may be payable will be paid to the Insured. Any receipt the Insured may give to Chubb for any benefit paid Chubb shall be deemed to be a final and complete discharge of all of Chubb's liability in respect of such event in respect of which such benefit arose.

No sum payable Chubb under this Policy shall carry interest unless as provided by law.

Payment on Account

It is hereby declared and agreed that in the event of an occurrence of a loss under this Policy Chubb may, at its absolute discretion, make payment on account pending full settlement in respect of such loss to the Insured.

Complaints

1. If You have any complaints in relation to Our services and/or matters relating to this Policy, You are advised to contact Us at:

Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb,
38 Jalan Sultan Ismail,
50250 Kuala Lumpur.
O +6 03 2058 3000
F +6 03 2058 3333
E Inquiries.MY@chubb.com

2. In the event You are not satisfied with Our decision, You can refer the matter to Ombudsman for Financial Services (“OFS”) or Bank Negara Malaysia. You can contact them at:

PENGARAH
Jabatan LINK & Pejabat Wilayah,
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur.
O 1 300 88 5465
F +6 03 2174 1515
E bnmtelelink@bnm.gov.my

Ombudsman for Financial Services
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
O +6 03 2272 2811
F +6 03 2272 1577
E enquiry@ofs.org.my
(for claim matters within OFS’s jurisdiction only)

Privacy Notice

In line with the Personal Data Protection Act 2010 (“PDPA”), we are required to inform you that the personal data you have provided to us or that is subsequently obtained by us from time to time (“Personal Data”), may be processed for the purpose of processing your insurance application/proposal, provision of insurance related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, “Purpose”). The Personal Data is obtained when you fill up documents; liaise with us or our representatives; or give it to us or our representatives in person, over the telephone, through websites or from third parties you have consented to.

Although you are not obliged to provide us with your Personal Data, we will not be able to process your application for insurance cover or process your claim if you fail to provide all requested information.

Your Personal Data may be disclosed to our related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry. In such instances, it will be done in compliance with the PDPA.

We may also disclose your Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose your Personal Data to any third party or that we would have had your consent for such disclosure if you had known of the same, and/or if the disclosure is in the public interest.

Your Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that we use external service providers, specific security and confidentiality safeguards have been put in place to ensure your privacy rights remain unaffected.

Where you have given us personal data that is of another individual (“Data Subject”), you must ensure that you have informed the Data Subject that you are providing the Data Subject’s personal data to us, and have gotten the Data Subject’s consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her personal data according to what is stated here.

You may make inquiries, complaints, request for access to or correction of your Personal Data, or limit the processing of your Personal Data at any time hereafter by submitting such request to us at Chubb Insurance Malaysia Berhad (9827-A), Manager, Customer Service Unit, Wisma Chubb, 38 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia (Tel: 1800-88-3226 / E-mail: Inquiries.MY@chubb.com).

By continuing to deal with us, you understand, agree and consent to the terms above with respect to the processing of your Personal Data.

The Bahasa Malaysia version of this Personal Data Protection Notice can be found in our website at <http://www.chubb.com/my-privacy>.

This page is intentionally left blank.

About Chubb in Malaysia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb's operation in Malaysia (Chubb Insurance Malaysia Berhad) provides a comprehensive range of general insurance solutions for large corporates, small and medium-sized businesses, as well as individuals through a multitude of distribution channels. With a strong underwriting culture, the company offers responsive service and market leadership built on financial strength. Chubb in Malaysia has a network of 23 branches and more than 2,500 agents.

Contact Us

Chubb Insurance Malaysia Berhad
(9827-A) (Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)
Wisma Chubb
38 Jalan Sultan Ismail
50250 Kuala Lumpur, Malaysia
O +6 03 2058 3000
F +6 03 2058 3333
www.chubb.com/my