

## PUBLIC LIABILITY POLICY

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact The Pacific Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

Manfaat-manfaat yang dibayar di bawah sijil/polisi/produk yang layak adalah dilindungi oleh PIDM sehingga had perlindungan. Sila rujuk Brosur Sistem Perlindungan Manfaat Takaful dan Insurans PIDM atau hubungi The Pacific Insurance Berhad atau PIDM (layari [www.pidm.gov.my](http://www.pidm.gov.my)).

### INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

### MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.

### BRANCH NETWORK / RANGKAIAN CAWANGAN

#### The Pacific Insurance Berhad

Co. Reg (New) 198201011878 (Old: 91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)

Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my

Website: [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my)

#### **NORTHERN REGION KAWASAN UTARA**

##### **Alor Setar**

No 15, Ground & First Floor,  
Kompleks Perniagaan Long  
Island Trade Centre,  
Seberang Jalan Putra, Mergong,  
05150 Alor Setar, Kedah  
Tel : 04 - 732 4377  
Fax : 04 - 731 5869

##### **Penang**

A-3-7 & 8, Vantage Desiran  
Tanjung  
10470 Tanjung Tokong,  
Penang  
Tel : 04 - 893 1757  
Fax : 04 - 893 1077

##### **Ipoh**

No 12 & 12A, Persiaran  
Greentown 1,  
Pusat Perdagangan Greentown,  
30450 Ipoh, Perak.  
Tel : 05 - 241 9933  
Fax : 05 - 241 9393

##### **Taiping**

31 Jalan Medan Taiping 2  
Medan Taiping  
34000 Taiping, Perak  
Tel : 05 - 806 3388  
Fax : 05 - 806 2666

#### **CENTRAL REGION KAWASAN TENGAH**

##### **Petaling Jaya**

Wisma MCIS, Level B1 & Level 3A  
Tower 2, Jalan Barat,  
46200 Petaling Jaya,  
Selangor.  
Tel : 03 - 7453 8222  
Fax : 03 - 7453 8221

##### **Klang**

No. 42, Pelangi Avenue,  
Jalan Kelicap 42A/KU1,  
41050 Klang, Selangor.  
Tel : 03 - 3341 0115  
Fax : 03 - 3341 0103

#### **EAST COAST PANTAI TIMUR**

##### **Kuantan**

Ground Floor,  
B36 Lorong Tun Ismail 11,  
Jalan Tun Ismail 1,  
25000 Kuantan, Pahang  
Tel : 09 - 514 2882  
Fax : 09 - 514 2953

#### **SOUTHERN REGION KAWASAN SELATAN**

##### **Seremban**

Lot 2, Jalan Era Square 2,  
Era Square,  
70200 Seremban, Negeri Sembilan.  
Tel : 06-767 5066  
Fax : 06-767 5068

##### **Melaka**

Lot 20,  
Jalan Kota Laksamana 3/14,  
Pangsapuri Kota Laksamana,  
75200 Melaka  
Tel : 06 - 288 8710  
Fax : 06 - 288 8721

#### **Johor Bahru**

G-01-07, Komersial Southkey Mozek,  
Persiaran Southkey 1, Kota Southkey,  
80150 Johor Bahru, Johor.  
Tel : 07 - 338 3365  
Fax : 07 - 336 4441

#### **EAST MALAYSIA MALAYSIA TIMUR**

##### **Kota Kinabalu**

Unit B-0-5, Ground Floor,  
Blok B, Karamunsing Capital,  
88300, Kota Kinabalu, Sabah  
Tel : 088 - 233 292  
Fax : 088 - 232 195

##### **Kuching**

C149 & C249, Ground Floor & First Floor,  
L2116, 4422, 7029 & 7030,  
Jalan Pending, Icom Square Block C,  
93450 Kuching, Sarawak.  
Tel : 082 - 552 421  
Fax : 082 - 552 402

## IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

## OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

## COMPLAINTS PROCEDURES

### Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998  
E-mail: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

### Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Director  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(For claims matters only)

## NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau pengubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang pengubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

## PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera dibelakang) untuk melayan keperluan anda.

## TATACARA ADUAN

### Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari laman sesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Faks: +603-2633 8998  
Emel: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan. Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

### Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Pengarah  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Emel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman Perkhidmatan Kewangan (OPK)  
(Dahulu dikenali sebagai Biro Pengantaraan Kewangan)  
Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Faks: +603-2272 1577  
Emel: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(Berkenaan hal-hal tuntutan sahaja)

## PUBLIC LIABILITY POLICY

**Whereas** the Insured by a proposal which shall be the basis of this Contract and be held as incorporated herein has applied to **THE PACIFIC INSURANCE BERHAD** (hereinafter called "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the First Premium as consideration for or on account of such indemnity.

**Now this Policy witnesseth** that subject to the terms exceptions limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured against

- (a) All sums which the Insured shall become legally liable to pay for compensation in respect of:
- (1) bodily injury to or illness of any person
  - (2) loss of or damage to property

arising from the Business and occurring within the Territorial Limits during the Period of Insurance and happening or caused as described in the Schedule.

- (b) All costs and expenses of litigation:
- (1) recovered by any claimant against the Insured
  - (2) incurred with written consent of the Company

in respect of a claim against the Insured for compensation to which the Indemnity expressed in this Policy applies.

### INDEMNITY

As far as concerns injury illness loss or damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal the Company will at the request of the Insured treat the Principal as though he were also the Insured under this Policy Provided that the Principal shall observe fulfil and be subject to the terms limits exceptions provisions and conditions of this Policy in so far as they apply.

#### LIMITS OF INDEMNITY

The liability of the Company under this Policy for all compensation payable:

- (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrence of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident.
- (b) in respect of all injury illness loss and damage sustained during any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Insurance.

### EXCEPTIONS

The indemnity expressed in this Policy shall not apply to:

- (1) liability in respect of injury or illness loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- (2) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- (3) liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness.
- (4) liability in respect of loss of or damage to property:
  - (a) belonging to the Insured
  - (b) in the charge or under the control of the Insured or any servant or agent of the Insured, or being that part of any goods or property or land or building or structure on which the Insured or any servant or agent of the Insured is or had been working on.
  - (c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
- (5) liability in respect of injury or illness of any person or loss or damage to any property or land or building caused by vibration or by the removal or weakening of support.
- (6) liability in respect of injury or illness loss or damage arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
- (7) liability in respect of injury illness loss or damage caused by or in connection with or arising from:
  - (a) any vessel or craft or aircraft owned or possessed or use by or on behalf of the Insured or the loading or unloading thereof.
  - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible.
  - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - (d) any commodity article or thing supplied repaired altered or treated by or to the order of the Insured and happening elsewhere than at any of the Insured's premises.
- (8) liability directly or indirectly occasioned by or through or in consequence of pollution or contamination

- (9) liability in respect of compensation arising out of wrongful or inadequate advice or breach of professional duty by the Insured or any servant or agent of the Insured.
- (10) liability directly or indirectly occasioned by or through or in consequence of:
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
  - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
  - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
  - (d) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences
- (11) (a) liability directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

#### SUPPLEMENTARY PROVISIONS

- (1) Property in the charge of or under the control of the Insured or any servant of the Insured shall not include buildings temporarily occupied for the purpose of work thereon
- (2) The Business shall include the provision and management of canteen social sports and welfare organizations for the benefit of the Insured's employees and first aid fire and ambulance services.
- (3) The Insured shall include:
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
  - (b) if the Insured so requests:
    - (i) any director of the Insured.
    - (ii) any officer or member of the Insured's social sports or welfare organization first aid fire or ambulance services in his respective capacity as such.

Provided that such representative director officer or member shall observe fulfil and be subject to the terms exceptions limits provisions and conditions of this Policy in so far as they apply.

#### JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia, Brunei or Singapore or otherwise as stated in the Schedule.
- (2) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia, Brunei or Singapore or otherwise as stated in the Schedule.

#### CONDITIONS

**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.**

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
2. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim and the Company 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 proceeding and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expense of litigation incurred prior to the date of payment.
4. If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.
5. If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record and shall within one month from the expiry of every

Period of Insurance supply to the Company a correct statement so that the Premium for that period shall be calculated and the difference paid by or allowed to the insured as the case may be.

6. The Insured shall take all reasonable precautions to prevent injury illness loss or damage which may give rise to a claim under this Policy
7. The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended if at any time anything shall occur materially affecting the risk insured hereunder the Insured shall within seven days give notice in writing to the Company
8. This Policy may be cancelled at any time by seven (7) days notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the Period of Insurance. This Policy may be cancelled at the request of the Insured at any time, the Insured shall be entitled to a return of Premium less Premium at the Company's short period rates for the time the Policy has been in force, provided no claim has arisen during the current Period of Insurance.
9. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven (7) days give notice in writing to the Company and shall pay such additional premium as the Company may require.
10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the proposal made by the Insured shall be conditions precedent to any liability of the Company.

## **WARRANTY, CLAUSES AND ENDORSEMENTS (Not Included in the Policy, Unless Specified in the Schedule)**

### **PREMIUM WARRANTY**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate. If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this Policy.

### **ASBESTOS EXCLUSION CLAUSE**

The indemnity provided by this Policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

### **COINSURANCE AND LEADER CLAUSE**

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

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer is authorised to sign the Policy/Endorsement/Renewal Receipt, for all intents and purposes this Policy shall have effect as though each of the insurance companies had issue a separate policy for its individual proportion of the sum insured.

### **CAR PARK LIABILITY CLAUSE**

It is hereby declared and agreed that the insurance by this policy is extended to cover the legal liability of the Insured in respect of loss or damage to vehicles under the control of the Insured or the Insured's parking attendants whilst in the car park of the Insured.

Provided always that:

1. the Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance.
2. the liability of the Company under this clause in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of Indemnity specified in the Schedule.

### **CROSS LIABILITY CLAUSE**

As the Insured consists of more than one party, each of the parties comprising the Insured shall for the purpose of this insurance be considered as a separate and distinct unit and subject to the terms, exclusions and conditions of this Policy, the word "Insured" shall be considered as applying to each party in the manner as if a separate policy has been issued to each of the said parties and the Company hereby agree to waive all rights of subrogation which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder

provided nevertheless that nothing in this Clause shall be deemed to increase any of the limits including the aggregate limit of the Company's liability in respect of any one accident / occurrence or series of accidents / occurrences as stated in the Policy Schedule.

#### **CONTRACTORS/SUB-CONTRACTORS' LIABILITY CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained to the contrary this Policy subject to its limits, terms and conditions indemnifies the Insured against legal liability of accidental bodily injury or accidental loss of or damage to property caused by the negligence of the Insured's contractors or sub-contractors or their workmen.

Provided always that:

- (a) such contractors or sub-contractors to the Insured or workmen of such contractors or sub-contractors are not entitled to indemnity under any other policy or policies
- (b) No liability shall attach to the Company under this Clause for loss or damage to property upon which the contractors or sub-contractors or their workmen are or have been operating.

Subject otherwise to the terms and conditions of this Policy.

#### **CYBER RISK EXCLUSION**

It is hereby understood and agreed that this insurance shall not indemnify the Insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

#### **DEFECTIVE SANITARY ARRANGEMENT CLAUSE**

It is hereby declared and agreed that the insurance by this Policy is extended to indemnify the Insured's legal liability arising from defective sanitary arrangements at the Insured's premises.

#### **DEMONSTRATION AND EXHIBITION EXTENSION ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to the Insured's legal liability in respect of accidental bodily injury or accidental loss or damage to property as within defined happening whilst the Insured is holding demonstration and/or exhibition of their products at demonstration and exhibition sites anywhere within Malaysia.

Subject otherwise to the terms and conditions of this Policy.

#### **EMPLOYEES' EFFECTS EXTENSION CLAUSE**

The indemnity afforded by this Policy extends to include legal liability of the Insured in respect of loss or damage to clothing and/or personal effects (excluding money) of employees, the amount of indemnity under this extension being limited to RM500/- per person in respect of any one event.

#### **FIRST AID FACILITIES CLAUSE**

It is hereby declared and agreed that this Policy shall extend to cover legal liability of the Insured arising out of provision by the Insured of the first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary workers of any hospital or ambulance organization.

#### **FOOD AND DRINKS POISONING CLAUSE**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against such sums as the Insured shall become legally liable to pay in respect of claims made against the Insured for death or bodily injury or illness to members of the public due food or drinks supplied by the Insured at their premises or to anything contained in such food or drinks consumed at the premises.

Provided always that the liability of the Company under this extension and the Policy shall not in any way exceed the Limit of Indemnity specified in the Schedule.

Subject otherwise to the terms and conditions of this Policy.

#### **FALSE ARREST ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against legal liability in respect of death bodily injury or damage as within defined caused by or arising out of false arrest by the Insured provided that such act is not willful.

Subject otherwise to the terms and conditions of this Policy.

#### **GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE**

The Company shall not be liable for:

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.
- (b) the cost of removing, nullifying or cleaning up pollutants.
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

Notwithstanding the foregoing, this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

- (i) is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purpose of this clause, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### **GUESTS' EFFECTS EXTENSION CLAUSE**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of loss or damage to the personal effects of the Insured's guest occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to RM500/- per person in respect of any event.

Subject otherwise to the terms and conditions of this Policy.

### **INDEMNITY TO DIRECTORS AND EXECUTIVES ENDORSEMENT**

If any claim is made upon any Director and/or Executive of the Insured in connection with the business of the Insured described in the within mentioned Policy and the claim is such that if made upon the Insured, the Insured would be entitled to be indemnified under this Policy, the Company will in terms of and subjects to the limitations of this Policy indemnify the said Director and/or Executive of the Insured in respect of such claim.

Provided always that:

- (a) such Director and/or Executive is not entitled to indemnity under any other policy or policies.
- (b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive whether the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply.
- (d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the Schedule under the heading of Limit of Indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

Subject otherwise to the terms and conditions of this Policy.

### **LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising beyond the limits of any carriage way or thoroughfare in connection with:

- (a) the bringing of the load to such vehicle for loading thereon or
- (b) the taking away of the load from such vehicles after unloading therefrom by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in the Schedule.

### **LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance shall not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances giving rise to or likely to give rise to a claim under this Policy provided always that:

- (a) such delay in notification shall not exceed one (1) month from the date of occurrence of the loss.
- (b) the Company's right to recover (in the name of the Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (c) The burden of proving that a loss has occurred shall be upon the Insured.

Subject otherwise to the terms and conditions of this Policy.

### **MINOR ALTERATIONS AND REPAIRS CLAUSE**

It is hereby declared and agreed that workmen are allowed in or about the Insured's premises to carry out occasional minor alterations and repairs, but excluding all alterations and repairs undertaken under any expressed agreement and/or contract, without prejudice to the terms of this Policy.

Subject otherwise to the terms and conditions of this Policy.

### **NON-OWNED VEHICLE LIABILITY CLAUSE**

It is hereby declared and agreed that this Policy extends to cover the Insured's legal liability as within defined arising:

- (a) out of the use of any vehicle not owned by the Insured but used on its business.
- (b) out of the use of any vehicle hired or leased by any of the Insured's employees on the Insured's business

Provided always that there is no other insurance in force covering such liability at the time of claim.

Subject otherwise to the terms and conditions of this Policy.

### **NEON/ADVERTISING SIGNS ENDORSEMENT**

It is hereby declared and agreed that this Policy extends to cover the Insured's legal liability arising out of accidents caused by or through the neon/advertising signs installations owned or maintained by the Insured anywhere within Malaysia.

Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the neon/ advertising signs installations are kept in a proper state or repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accidents as the circumstances may require and no alterations in the position of the signs shall be made without the consent of the Company.

So for as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said neon/advertising signs installations after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

Provided always that the liability of the Company under this Policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this Policy.

Subject otherwise to the terms and conditions of this Policy.

#### **PRIVATE WORK FOR DIRECTORS OR EXECUTIVES CLAUSE**

This Policy is extended to indemnify the Insured and any Director or Executive of the Insured in respect of the employment on private duties of any employee of the Insured by such Director or Executive.

Provided always that:

- (a) such Director or Executive is not entitled to indemnity under any policy or policies.
- (b) the extension by this clause shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive when the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply.
- (d) the extension by this clause shall not operate to increase the Company's liability as set forth in the Schedule under the heading of Limit of Indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

Subject otherwise to the terms and conditions of this Policy.

#### **PEDAL CYCLE LIABILITY ENDORSEMENT**

It is hereby declared and agreed that the Company will indemnify the Insured against legal liability as within defined caused by or arising out of the use in the course of the Insured's business of any pedal cycle (not being a power assisted pedal cycle) owned by the Insured or their employees.

Provided always that the Company will not indemnify the Insured in respect of:

- (a) liability which is covered by any other policy of insurance.
- (b) liability in respect of which insurance is made compulsory under any legislation.

Subject otherwise to the terms and conditions of this Policy.

#### **RIOT & STRIKE ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against legal liability in respect of death bodily injury and / or loss of or damage to property caused by or arising out of the act of any employees of the Insured taking part together with others in any disturbance of the public peace in connection with a strike or lock-out at the Insured's premises.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **SOCIAL/SPORTS CLUB ACTIVITIES ENDORSEMENT**

It is hereby declared and agreed that this Policy extended to indemnify the Insured against legal liability as within defined in respect of accidents caused by or arising from any social sports and/or welfare activities organised by the Insured for the benefit of the Insured's employees.

The word "Insured" wherever appearing shall include as Insured any person who is a member of the Organising or Management Committee for such social sports or welfare activities but only whilst acting within the scope of their duties as such.

Subject otherwise to the terms and conditions of this Policy.

#### **TENANT'S LIABILITY CLAUSE**

The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not be deemed to include premises (including fixtures and fittings) hired, leased or rented to the Insured provided always that liability assumed by the Insured under agreement is excluded unless such liability would have attached notwithstanding such agreement.

#### **TEMPORARY OVERSEAS VISIT CLAUSE**

This Policy is extended to indemnify the Insured against legal liability as within defined caused by or arising from occasional visits outside Malaysia by any of the Insured's employees or directors in connection with the Insured's business.

Provided always that:

- (a) such employees or director shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply.
- (b) the Company shall only be liable under this extension in respect of claim brought in and subject to the jurisdiction of a court of law in Malaysia.

Subject otherwise to the terms and conditions of this Policy.

#### **UNDERGROUND PROPERTY EXCLUSION ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Company will not indemnify the Insured in respect of liability consequent upon loss or damage howsoever caused to any underground cables, wires, pipes, drains and/or other similar property.

#### **WORK AWAY RISK CLAUSE**

This Policy is extended to include the Insured's liability as within defined in respect of accidents arising out of the engagement of the actual progress of work under taken by the Insured or persons in the services of the Insured in the course of the business within Malaysia but away from the defined premises.