

CONSEQUENTIAL LOSS POLICY TARIFF

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).

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).

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. Di antara 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

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

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
- (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
(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 perubahan 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 perubahan 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 lamansesawang 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

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
- (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
(Berkenaan hal-hal tuntutan sahaja)

CONSEQUENTIAL LOSS POLICY TARIFF

In consideration of the Insured paying to **THE PACIFIC INSURANCE BERHAD** (hereinafter called "the Company") the First Premium.

The Company agrees (subject to the Conditions contained herein or endorsed or otherwise expressed hereon) 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 or any subsequent period in respect of which the Company 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 the Company will pay to the Insured in respect of each 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 the Company 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 the Company.

CONDITIONS

1. MISDESCRIPTION

If there be any material misdescription of the Business or Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy.

2. PREMIUM PAYMENT

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

3. OTHER INSURANCE

The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the 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 the Company before the occurrence of any Damage, all benefit under this Policy shall be forfeited.

4. DISPLACEMENT

Immediately upon any fall or displacement

- (a) of on 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 -

(i) 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;

(ii) 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 fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

5. EXCLUDED INTERRUPTION LOSS

The Company shall not be liable in so far as the interruption loss 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, damaged 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 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, arise out at or in connection with any 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 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 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 the Company 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 the Company.

9. INCREASE IN RISK

Notice shall be given to the Company 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 the Company 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 the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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 the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonable 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 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company 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 of any kind resulting therefrom. The Insured shall at his own expense produce, procure and give to the Company 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 the Company 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 the Company forthwith.

12. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or in 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 willful act, or with the connivance of the Insured; or, if the

claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of the 15th condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, 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 Insurances, whether effected by the Insured or by any other person or persons, covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss.

14. SUBROGATION

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

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 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 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 costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators, or Umpire of the amount of the loss or damage if disputed shall be first obtained.

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 the Company 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 the Insurers covering the Damage giving rise to the said claim,

unless the claim is the subject of pending action or 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 this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

19. NOTICE

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

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 Company 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 Company 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 authorized agent of the Company, the payment shall be deemed to be received by the Company 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 Company.

Subject otherwise to the terms and conditions of this policy.

ALTERNATIVE BASIS CLAUSE

It is agreed and declared that in the event of a claim, adjustment may be based on "Turnover or Output" or whatever affords the most equitable result, and except in the definition of turnover the word "Turnover" wherever used in this Policy shall read as "Turnover or Output". "Output" shall mean sale value of goods manufactured by, or sold by, the Insured in the course of the Business at the Premises, provided that: (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

Alternative Trading Clause

If during the Indemnity Period goods shall be manufactured elsewhere than at the Premises affected by the damage for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

ACCUMULATION OF STOCKS CLAUSE

In adjusting any loss account shall be taken and an equitable allowance made if any shortage of turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouse and/or depots.

ADDITIONAL INCREASE COSTS OF WORKING

The insurance under this item is limited to such further additional expenditure beyond that recoverable under Clause (b) of item 1: Gross Profit and Item 2: Wages/Payroll as the Insured shall necessarily and reasonably incur during the indemnity period in consequence of the damage for the purpose of avoiding or diminishing the reduction in turnover.

AUDITOR'S FEE CLAUSE

The insurance under this item is limited to reasonable fees payable by the Insured to their Auditors for producing and certifying the particulars or details contained in the Insured's books of account or

other business books or documents by the Company under the terms of Condition 10 of this Policy.

ACCOUNTANTS' CLAUSE

Any particulars or details contained in the Insured's books or documents which may be required by the Company under Condition 11 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

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 for its Individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss or damage in the circumstances provided for by 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 issued a separate policy for its individual proportion of the sum insured

DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1:Gross Profit of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to relative annual output thereof, the amount payable shall be proportionately reduced.

INTERDEPENDENCY CLAUSE

It is hereby expressly declared and agreed that if damage to any of the joint insured's premises/property should result in another of the Insured suffering a reduction in turnover or increase in cost of working then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property.

MATERIAL DAMAGE PROVISIO WAIVER CLAUSE

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of destruction or damage that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

REINSTATEMENT OF LOSS CLAUSE

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 current 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.

SALVAGE SALES CLAUSE

If, following damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period,

Clause (a) of Item No. 1 of the specifications attached shall for the purpose of such claim read as follows:

IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.

PAYMENT ON ACCOUNT CLAUSE

Payment on account will be made to the Insured if desired provided that it is established that the loss is indemnifiable under this Policy.

PREVENTION OF ACCESS CLAUSE

In consideration of the payment of additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of this Policy, loss as insured by this Policy resulting from interruption of or interference with the business in consequence of damage from the peril(s) specified in the Schedule against this Clause to property in the vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the Insured therein shall be damage or not, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

PUBLIC UTILITIES CLAUSE

In consideration of the payment of additional premium it is hereby declared that subject to the conditions of the Policy, loss as insured by this Policy resulting from interruptions of or interference with the business consequent upon failure of public supplies of electricity/water/gas" resulting from a damage as defined in the Policy at any:

- generating station or substation of the public electricity supply undertaking,
- land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
- water works or pumping station of the public water supply undertaking,

from which the Insured obtains electricity/water/gas* shall be deemed to be loss resulting from damage to property used by the Insured at the premises. Any transmission lines or pipes feeding to the Insured's premises are not included.

A deliberate act of the supply undertaking not performed for the purpose of safeguarding life or protecting the system and rationing not necessitated solely by accidental damage to the supply undertaking's equipment are excluded.

PROVIDED that the company shall not be liable for any loss insured by this extension unless failure of the public supplies of electricity exceeds a period of (72)* hours and the liability of the company under this extension shall apply only to such period in excess of seventy-two (72)* hours.

SPECIFIED SUPPLIERS' PREMISES CLAUSE

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured under the Gross Profit item of this Policy resulting from interruption of or interference with the business in consequence of damage by the peril(s) as specified in the Schedule against this Clause to property of the suppliers at the situation(s) specified in the Schedule against this Clause shall be deemed to be loss resulting from damage to property used by the Insured at the Premises.

Provided that the liability of the Company under this memorandum in respect of any one location shall not exceed the percentage of the sum insured thereunder shown against each situation.

UNSPECIFIED SUPPLIERS' PREMISES CLAUSE

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured under the Gross Profit item of this Policy resulting from interruptions of or interference with the business in consequence of damage by the peril(s) as specified in the Schedule against this Clause to property of the suppliers at the situation(s) in the Schedule against this Clause shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability of the Company under this memorandum in respect of any one location shall not exceed the percentage as specified in the Schedule against this Clause, of the sum insured thereunder.

Situations: The premises situate in Malaysia, Singapore or Brunei, of the Insured's suppliers, manufacturers or processors of components, goods and materials.

SPECIFIED CUSTOMERS' PREMISES CLAUSE

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured under the Gross Profit item of this Policy resulting from interruption of or interference with the business in consequence of damage by the peril(s) specified in the Schedule against this Clause to property at any premises in Malaysia, Singapore or Brunei of the Insured's customers as specified in the Schedule against this Clause shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that if the percentage as set out in the Schedule against the name of the customer at whose premises damage has occurred shall be less than the percentage of the annual turnover derived by the Insured from that customer, the amount otherwise payable under the terms of this memorandum in respect of that customer shall be proportionately reduced.

UPWARD ADJUSTMENT CLAUSE

In the event of the Gross Profit earned during any annual period of insurance (or during the accounting period of 12 months more nearly concurrent with any period of insurance) as certified by the Insured's Auditors being greater than the Sum Insured thereon, the Insured will be held covered to the extent of the percentage (specified in the Schedule against this Clause) of the Sum Insured thereof, and a pro rata additional premium not exceeding the percentage (as specified in the Schedule against this Clause) of the premium paid on such Sum Insured for such period of insurance will be charged in respect of the difference.

INFECTIOUS OR CONTAGIOUS DISEASES, MURDER, SUICIDE, PEST, FOOD OR DRINK POISONING; OR DEFECTIVE SANITARY ARRANGEMENTS CLAUSE

It is hereby agreed and declared that the insurance of this Policy is extended to cover contingencies hereunder specified:-

- (i) Infectious or contagious disease manifested by any person whilst in the Premises
- (ii) Murder or suicide or pest occurring at the Premises
- (iii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises
- (iv) Defects in the drains and other sanitary arrangements at the Premise

which directly and solely results in the restriction of use of the Premises (whether total or partial) by the order of the competent public authority.

Any interruption of or interference with the Business of the Insured in accordance with the provisions herein contained in the Schedule shall be deemed to be DAMAGE as herein defined.

SPECIAL CONDITIONS

1. Notifiable Disease shall mean illness sustained by any person resulting from
 - a. food or drink poisoning, or
 - b. any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) an outbreak of which the competent local authority has stipulated shall be notified to them.
2. For the purpose of this memorandum:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning:-

 - a. in the case of (i) and (iv) above, with the date of the occurrence of discovery.
 - b. in the case of (ii) and (iii) above, with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter. Maximum Indemnity Period shall mean.....months Premises shall mean only those locations stated in the Premises definition; In the event that the policy includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum.
3. The Insurer shall not be liable under this memorandum for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
4. The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
5. The Insurer's liability under this memorandum shall exceed RM..... in any one period of insurance, after the application of all other terms and conditions of the policy.

NEW BUSINESS CLAUSE

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms, 'Rate of Gross Profit', 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated:

Rate of Gross Profit	}	
The rate of Gross Profit earned on the Turnover during the period between the commencement of the business and the date of the damage	}	To which such adjustments shall be made as may be necessary to provide for the trend of the business and variations in or special circumstances
Annual Turnover	}	
The proportional equivalent for a period of twelve months of turnover realised during the period between the commencement of the business and the date of the damage	}	Affecting the business either before or after the damage or which would have affected the business had the damage not occurred ,so that the figures thus adjusted shall
Standard Turnover	}	
the proportional equivalent, for a period equal to the indemnity Period, of the Turnover realized during the period between the commencement of the business and the date of the damage	}	Represent as nearly as may be reasonable practicable the results which but for the damage would have been obtained during the relative period after the damage.

RIOT, STRIKE MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary, the term Damage as defined in this Policy shall extend to include (subject always to the Special Conditions hereinafter contained):-

(A) Riot and Strike damage directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not) not being an occurrence mentioned in Condition 7 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
4. The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

(B) Malicious Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 7 of the Special Conditions hereof.

SPECIAL CONDITIONS

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

Condition 6

This insurance does not cover:-

- (a) Loss resulting from total or partial cessation of work or the retarding or interruption of any process or operation, other than that arising directly from destruction of damage to the premises of the property therein of the Insured caused by the perils insured against under this Policy.
- (b) Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (c) Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (d) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (e) Loss occasioned by or happening through or in consequence of 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. For the purpose of this condition 6 (e) only, combustion shall include any self –sustaining process of nuclear fission.

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

Condition 7

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

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war
- (b) Mutiny ,civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts or terrorism committed by a person or persons acting on behalf or in connection with any organization.

For the purpose of this condition "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

Condition 10

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term for the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it.

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

- (1) The liability of the Company shall in no case under this endorsement and the policy exceed the sum insured by this Policy.
- (2) All conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions.
- (3) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respect to the insurance granted by the Policy as if this endorsement had not been made thereon.

EXPLOSION ENDORSEMENT CL-EXPLOSION COVER

It is hereby declared and agreed that, subject to the terms exception and conditions of the Policy, the term "Damage" as defined in the Policy shall extend to include destruction or damage (by fire or otherwise directly caused by EXPLOSION but excluding:-

- (1) Destruction of or damage to any boiler, economizer or other vessel, machine or apparatus in which pressure is used or its contents thereof resulting from its own explosion.
- (2) Loss sustained in consequence of the Insured being deprived of the use of any boiler, vessel, machinery or apparatus in which pressure is used or its contents thereof as a result of its own explosion or bursting.
- (3) Loss resulting from damage or destruction occasioned by or through or in consequence directly or indirectly of any act of any person acting on behalf of, or in connection with, any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence.

ADDITIONAL PERILS ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term "Damage" as defined in this Policy shall extend to include destruction or damage (by fire or otherwise) caused by the additional perils as covered by the Insured's Fire Material Damage policy existing at the time of damage or any subsequent policy issued in replacement thereof.

Provided that the liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.

All the Conditions of this Policy shall apply in all respects to the insurance granted by this Endorsement save in so far as the same are expressly varied hereunder.