

## Commercial All Risk Policy

**Whereas** the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Berhad** (hereinafter referred to as "the Company") for an insurance in the terms hereinafter contained

In consideration of the payment by the Insured of the premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions contained herein or endorsed hereon, the Company agrees that if during the Period of Insurance or any subsequent period for which the Insured shall have paid and the Company shall have agreed to accept the renewal premium there occurs any Accidental Physical Loss or Damage to the Property Insured described and anywhere within the Situation stated in the Schedule.

Provided always that the liability of the Company shall not exceed in respect of each item the sum insured set opposite thereto or in all the Total Sum Insured.

### Exclusions

The Company shall not be liable in respect of: -

1. The excess stated in the Schedule in respect of each and every event of loss or damage.
2. Loss or damage arising from ;
  - (a) its own ignition, explosion, mechanical breakdown or electrical breakdown, failure, breakage or derangement or burn out.
  - (b) wear and tear, depreciation, gradual deterioration, rust, corrosion, oxidation, mildews, moth, vermin or any inherent defect in the property insured, or in connection with any process of cleaning, dyeing, repairing, restoring or renovating, the action of light or atmospheric conditions (other than lightning, storm or tempest).
  - (c) the fraud or dishonesty of the Insured or of any employee of the Insured.
  - (d) the willful act or willful negligence of the Insured or any employee of the Insured.
3. The cost of ;
  - (a) adjustments or rectification of operational malfunctions
  - (b) replacement of spent loss or damaged expendable or replaceable parts including bulbs valves, tubes, fuses, batteries, belts, chains, tapes, ribbons, cards unless necessitated by loss or damage covered by this Policy.
4. The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble and/or other articles of a brittle nature, unless caused by Burglary, Housebreaking, Larceny, Theft and/or Fire;
5. Loss or damage to ;
  - (a) property whilst in transit as unaccompanied baggage shipped under a bill of lading parcel receipt waybill or similar document or
  - (b) securities deeds bond bills of exchange promissory notes, cheque, money, medals, coins, stamps, air tickets, books of account, computer system records
  - (c) manuscripts, plans, drawings or designs, patterns, models or moulds.
  - (d) trunks, bags, boxes and other receptacles
6. Unexplained shortages and mere disappearance. Any shortage discovered by an inventory is not insured unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat.
7. Loss of use of any Property or consequential loss, or liability of any kind of description.
8. 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 operation (whether war be declared or not) or civil war
  - (b) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, 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) Any Act of Terrorism  
For this purpose an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political,

religious, ideological or similar purpose including the intention to influence any government and/or put the public or any section of the public in fear.

9. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

- (b) Any accident loss damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.
10. Loss or damage directly or indirectly caused by or contributed to by or arising from, or in any way involving ;
- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## 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. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company, No change in this Policy shall be valid unless approved by an Authorised Representative of the Company and such approval be endorsed herein.
2. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice to the: -
  - (a) Police and take all practical steps to trace and recover the lost or damaged Property Insured if the loss or damage arises from theft or any attempt thereat.
  - (b) Company in writing or not later than fifteen (15) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.
3. The Insured shall take all reasonable precautions for the safety of the Property Insured
4. Notice shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this insurance.
5. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on behalf of the Insured to obtain benefit under this Policy all benefit hereunder shall be forfeited.
6. The Company may at its option reinstate repair or replace the Property Insured or any part thereof instead of paying the amount of the loss or damage.
7. 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 of rate for the time the policy has been in force. This Insurance may also be terminated at the option of the Company by sending fourteen (14) days notice by registered letter or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
8. Upon the happening of any loss or damage insured by this Policy the sum insured in respect of the lost or damaged item of the Property insured shall immediately be reduced by the amount paid or payable In respect of such loss or damage.
9. Where any item of the Property Insured consists of articles in a pair or a set the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than proportionate part of the sum insured of the pair or set.
10. If the property Insured shall at the time of any happening giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this Policy Insured shall be separately subject to this condition.

11. If at the time of the happening of any loss insured by this Policy there shall be any other insurance covering the same loss or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
12. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for the purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.
13. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of 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 at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or 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.
14. If the Company shall offer an amount in settlement or disclaim liability 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 contained in the Policy or been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
15. The terms exceptions and conditions of this Policy, so far as applicable and with any necessary modifications shall apply to the Insured's legal personal representative.
16. Nothing contained herein shall give rights against the company to any persons other than the Insured his Executors or Administrators and the Company will not be bound by any passing of the interest of the Insured otherwise than by death.
17. If any mis-statement is made to the Company in answer to questions put to the Insured by or on behalf of the Company either before at the time when or after the risk is undertaken by the Company the Company shall be under no liability to make any payment under this Policy and all Premium paid shall be forfeited to the Company
18. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Clauses

The Following Clauses Are Applicable To This Policy:-

### **PREMIUM WARRANTY**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal policy.

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

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purpose of this warranty and 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 term and conditions of this policy.

### **DATE RECOGNITION CLAUSE**

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

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :

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

Such loss or damage or any consequential loss referred to in A, B, C, or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

#### **PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:-

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.  
Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **THEFT BY DECEPTION**

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating as defined in the Penal Code is as follows:-

“Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to “CHEAT”.

#### **CRIMINAL BREACH OF TRUST**

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code. Criminal breach of trust as defined in the Penal Code is as follows:-

“Whoever, being in any manner entrusted with property or with any dominion over property dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person to do, commits “criminal breach of trust”.

#### **MARKET VALUE CLAUSE**

In the event of a loss or damage to the Insured Property which is not stock-in-trade or merchandise, the limit of indemnity shall be the insured value or the market value of the Insured Property, whichever is the lower, subject to the deduction of any excess and amount which the Insured is required to bear under the Policy.

The term Market Value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the Insured Property shall be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor of the cost of replacement or reinstatement of the Insured Property damaged or lost as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker or authorised distributor for the Insured Property, the valuation obtained from a Loss Adjuster licensed under the

Insurance Act, 1963 and to be mutually appointed by both parties.

The valuation of the Insured Property by the manufacturer, authorised sole agent or agent authorised broker or authorised distributor or Loss Adjuster licensed under the Insurance Act, 1963 shall be conclusive evidence in respect of the market value of the Insured Property in any legal proceedings against the Company.

**EXCESS CLAUSE**

It is hereby declared and agreed that the Company shall not be liable for the first AMOUNT AS SPECIFIED IN THE SCHEDULE in respect of each and every loss.

**LIMITATIONS AS TO USE**

It is hereby declared and agreed that the Insured Property is used in connection with the insured's business stated in the Schedule, but excluding use:

- (a) for racing pace-making reliability trial demonstration or speed-testing
- (b) for the carriage of passengers
- (c) whilst drawing a trailer or towing any vehicles for reward

**PART AND ACCESSORIES**

It is hereby declared and agreed that in the event of loss or damage to the Insured Property or its accessories or parts necessitating the supply of a part not obtainable from stocks held in the country in which the Insured Property is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of such part shall be limited to:-

- a.
  - (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the Insured Property is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable t cost of transport otherwise than by air to the country in which the property insured is held for repair and the amount of the relative import duty, and
- b. the reasonable cost of fitting such part

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO FMB**

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Insurance Company and the Policy number.

Copies of the correspondence between the Policyholder and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB. The contact address is as follows:

#### **Financial Mediation Bureau (FMB)**

**Level 25, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Telephone Number: 03 2272 2811  
Facsimile Number: 03 2272 1577  
E-mail: [enquiry@fmb.org.my](mailto:enquiry@fmb.org.my)  
Website: [www.fmb.org.my](http://www.fmb.org.my)**

### **PROCEDURE FOR COMPLAINT TO CSB**

Any policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

**Director  
Jabatan LINK dan Pejabat Wilayah  
Level 13C  
Bank Negara Malaysia  
P. O. Box 10922  
50929 Kuala Lumpur  
Telephone Number: 03 2698 8044  
Facsimile Number: 03 2693 4051  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)**

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

**Head, Customer Service  
Level 4, Tower C, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Facsimile Number: 03 2785 3093  
E-mail: [cmu@etiqa.com.my](mailto:cmu@etiqa.com.my)**