

Electronic Equipment Insurance Policy

Whereas the Insured named in the schedule hereto has made to the **Etiqa Insurance Berhad** (hereinafter called "the Company") a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that, subject to the Insured having paid to the Company the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

General Exclusions

The Company shall not indemnify the Insured in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or his representatives.

In any action, suit or other proceeding where the Company allege that, by reason of the provisions of Exclusion a) above, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

General Conditions

1. The due observance and fulfillment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The schedule and the section (s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy, of the schedule or of the section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4.
 - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
 - d) furnish all such information and documentary evidence as the Company may require;
 - e) inform the police authorities in the case of loss or damage due to burglary.

The Company shall on no account be liable for loss or damage of which no notice has been received by the Company within 14 days of its occurrence. Upon notification being given to the Company under this condition, the

Insured may carry out repairs of or make good any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company's consent.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference 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 to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
8.
 - a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Company shall not be liable to make any payment hereunder.
 - b) In the event of the Company disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
10. This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Company by seven days' notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred and less any long-term discount on premiums granted.
11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Company may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.
12. The indemnity shall be payable one month after determination by the Company of the full amount due. Notwithstanding the above, the Insured may, one month after the Company have been duly notified of the loss and have acknowledged their liability, claim as an installment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control. The Company shall be entitled to withhold indemnification
 - a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
 - b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

Section 1. Material Damage

Scope of Cover

The Company hereby agree with the Insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company' option) up to an amount not exceeding in anyone year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

Special Exclusions to Section 1

The Company shall not, however, be liable for

- a) the deductible stated in the schedule to be borne by the Insured in anyone occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- c) loss or damage directly or indirectly caused by theft;
- d) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;
- e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- f) loss or damage as a direct consequence of the continual influence of operation (e g wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- m) aesthetic defects, such as scratches on painted, polished or enameled surfaces.

In respect of the parts mentioned under m) and n) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

Provisions Applying to Section 1

Memo 1 . Sum Insured

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 . Basis of Indemnity

- a) In cases where damage to an insured item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.
- b) In cases where an insured item is destroyed, the Company shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule. (The Company may agree - by application of the relevant endorsement - to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing.
The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The costs of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Section 2. External Data Media

Scope of Cover

The Company hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Policy, the Company will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in anyone year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.

Special Exclusions to Section 2

The Company shall, however, not be liable for

- a) the deductible stated in the schedule to be borne by the Insured in anyone occurrence;
- b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

Provisions Applying to Section 2

Memo 1 . Sum Insured

It shall be a requirement of this insurance that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 . Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Section 3 . Increased Cost of Working

Scope of Cover

The Company hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the Company will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in anyone year of insurance, provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

Special Exclusions to Section 3

The Company shall, however, not be liable for any additional expenditure incurred as a result of

- a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

Provisions Applying to Section 3

Memo 1 . Sum Insured

It shall be a requirement of this insurance that the sum insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.

The Company shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefore have been entered in the schedule.

Memo 2 . Basis of Indemnity

In the event of failure of the EDP equipment insured the Company shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Company shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

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 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 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 terms and conditions of this policy

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 it 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.

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 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 the Insured or for the Insured or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.

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

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

EXCLUSION OF TERRORISM

With effect from inception, this Policy is deemed to exclude terrorism cover :-

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.

TOTAL ASBESTOS EXCLUSIONS

It is hereby understood and agreed that this contract shall not cover any actual or alleged liability whatsoever for any claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

THEFT BY DECEPTION CLAUSES

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 were 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'."

The following Clauses are applicable to this Policy if specified in the schedule:

TER TEMPORARY REMOVAL CLAUSE

The property covered under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in Republic of Singapore or Malaysia.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise covered, nor does it apply to items covering stock and merchandise of every description, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to :-

- a) Motor Vehicles and Motor Chassis
- b) Property (other than machinery and plant) held by the Insured in trust.
- c) property if and so far as it is otherwise covered

RD REMOVAL OF DEBRIS (LIMIT : AS PER SCHEDULE)

The Insurance by this section includes in addition the cost of removal of debris necessary to undertake the repair or replacement of any loss or damage covered hereby and further extends to include the cost and expenses necessarily and reasonably incurred by the Insured in demolition, removal and/or satisfactory disposal of debris or wreck following loss of or damage to the Insured property, including such costs incurred to satisfy the requirements of any competent statutory body.

The Company will not pay any cost or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- ii) arising from pollution or contamination of property not covered by this Policy.

PF PROFESSIONAL FEES CLAUSE (LIMIT : AS PER SCHEDULE)

The sum insured by this section includes any amount in respect of Architects, Surveyors and Consulting Engineers reimbursable fees or other professional fees (including the direct costs of the engineer named in the Construction and Erection Contract) necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss destruction or damage but not for preparing any claim, it being understood that the amount payable or such fees shall not exceed as per schedule of the Total Sum insured.

001 COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property Insured 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 2 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 performed 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.

Provided that it is hereby further expressly agreed and declared that:

- 1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the Insurance/insurance granted by this extension save in so far as the

same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby Insured against,

2. the following Special Conditions shall apply only to the Insurance/insurance granted by this extension, and the wording of the Policy shall apply in all respects to the Insurance/insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions:

1. This /Insurance/insurance shall not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d. consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Company are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

2. This Insurance shall 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. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

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

3. This Insurance/insurance may at any time be terminated by the company on notice to that effect being given by registered post at the Insured's last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.
4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Company during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

006

COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC, HOLIDAYS, EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance/insurance shall be extended to cover extra charges for over time, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the Insured items recoverable under the Policy.

If the sum(s) covered of the damaged item(s) is (are) less than the amount(s) required to be Insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Sub-limit : as per schedule

007 COVER OF EXTRA CHARGES FOR AIRFREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance/ shall be extended to cover extra charges for air freight.

Provided always that such extra charges are incurred in connection with any loss of or damage to the covered items recoverable under the Policy.

Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceed during the period of Insurance/insurance.

Sub-limit : as per schedule

009 COVER FOR EARTHQUAKE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance shall be extended to include the risk of earthquake, volcanic eruption and tsunamis up to a limit of as per schedule any one event.

Limit : as per schedule

502 COVER FOR VALVES AND TUBES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Insurance/insurance shall be extended to include loss of or damage to valves and tubes. Indemnification shall be limited to the actual value of such items (cf 1 - 7) immediately prior to the occurrence of the loss or damage, including ordinary freight, erection costs and Custom duties and dues, if any.

- 1. Actual values of:
 - 1.1. stationary anode X-ray tubes in single-tank setup and rotating anode X-ray tubes without exposure counters for diagnostic equipment
 - 1.2. surface and close-range radio-therapy X-ray tubes and valves
 - 1.3. video amplifier tubes

<u>Age (months)</u>	<u>Actual value in % of new replacement value</u>
<18	100
<20	90
<23	80
<26	70
<30	60
<34	50
<40	40
<46	30
<52	20
<60	10
>60	0

- 2. Actual values of valves for diagnostic equipment

<u>Age (months)</u>	<u>Actual value in % of new replacement value</u>
<33	100
<36	90
<39	80
<42	70
<45	60
<48	50
<51	40

<54	30
<57	20
<60	10
>60	0

3. Actual values of rotating anode X-ray tubes with lead-sealed exposure counters for diagnostic equipment.

<u>Number of exposures</u>	<u>Actual value in % of new replacement value</u>
<10,000	100
<12,000	90
<14,000	80
<16,000	70
<19,000	60
<22,000	50
<26,000	40
<30,000	30
<35,000	20
<40,000	10
>40,000	0

4. Actual values of deep therapy X-ray tubes and valves

<u>Period of operation (hours)*</u>	<u>Age (months)*</u>	<u>Actual value in % of new replacement value</u>
<400	<18	100
<500	<22	90
<600	<26	80
<700	<30	70
<800	<35	60
<900	<40	50
<1,000	<45	40
<1,100	<50	30
<1,200	<55	20
<1,300	<60	10
>1,300	>60	0

* whichever results in the lower actual value

5. Actual values of X-ray tubes and valves for material testing equipment

<u>Period of operation (hours)*</u>	<u>Age (months)*</u>	<u>Actual value in % of new replacement value</u>
<300	<6	100
<380	<8	90
<460	<10	80
<540	<12	70
<620	<14	60
<700	<16	50
<780	<18	40
<860	<20	30

* whichever results in the lower actual value

6. Actual values of picture and pick-up tubes for TV equipment

After 12 months' use, the actual values of picture and pick-up tubes shall be reduced by 3 % per month down to a minimum of 20 % of the new replacement values.

7. Actual values of other types of tubes and valves

For other types of tubes and valves the actual values on the date of an occurrence shall be determined on the basis of data furnished by the supplier.

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance shall be extended to cover extra charges for overtime, night work, and work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the Insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be covered, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity : as per schedule

503 COVER FOR THEFT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance/insurance shall be extended to include the risk of theft of the Insured items whilst on the premises provided, however, the Insured informs the police authorities immediately after any loss or damage due to theft is discovered.

504 COVER OF MOBILE AND PORTABLE EQUIPMENT OUTSIDE THE PREMISES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance/insurance shall be extended to include loss of or damage to the mobile and/or portable equipment as specified under item(s) No(s) as per schedule contained in the schedule of the Policy whilst stationary or in transit anywhere within the territorial limits of as per schedule.

The Company shall not be liable under this Endorsement for:

- loss or damage occurring whilst the above items are unattended unless locked inside a building or vehicle,
- loss or damage from any cause whatsoever whilst the above items are installed or carried in or on aircraft or aerial devices or waterborne vessels or craft.

Territorial limit : as per schedule

506 COVER FOR HURRICANE, CYCLONE AND TYPHOON

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Insurance/insurance shall be extended to include the risk of hurricane, cyclone and typhoon up to a limit of any one event.

507

COVER OF FULL REPLACEMENT VALUE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, where an insured item is totally destroyed or damaged beyond re pair, the basis upon which the amount payable under the Policy is to be calculated shall be the full replacement value of the item destroyed or damaged.

"Replacement value" shall mean the Costs which would have to be incurred immediately before destruction of or damage to an covered item for replacing the destroyed or damaged item by a new item of a similar kind, capacity, size and quality.

Provided that:

- the replacement work shall be commenced and carried out with reasonable dispatch, otherwise no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein;
- no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein, if at the time of destruction of or damage to the covered item such destruction or damage is covered by any other Insurance/insurance effected by or on behalf of the Insured, which is not based on reimbursement of the full replacement value;
- the item involved shall be no older than 5 years at the time of the loss, calculated from the year of construction indicated in the list of machinery attached to the Insurance/insurance contract; but no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein, if at the time of the destruction of or damage to the covered item the manufacturer has ceased production of the respective model or if such model is no longer available as a new item from the manufacturer's or supplier's stock;
- the amount payable for the replacement of the destroyed or damaged item shall not exceed the sum insured set opposite to that item in the schedule of the Policy.

508

COVER OF FULL REPLACEMENT VALUE IN CASE OF A LOSS DUE TO FIRE AND ALLIED PERILS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, where an insured item is totally destroyed or damaged beyond re pair by fire and/or allied perils, the basis upon which the amount payable under the Policy is to be calculated shall be the full replacement value of the item destroyed or damaged.

"Replacement value" shall mean the costs which would have to be incurred immediately before destruction of or damage to an insured item for replacing the destroyed or damaged item by a new item of a similar kind, capacity, size and quality.

Provided that:

- the replacement work shall be commenced and carried out with reasonable dispatch, otherwise no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein;
- no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein, if at the time of destruction of or damage to the covered item such destruction or damage is covered by any other Insurance/insurance effected by or on behalf of the Insured, which is not based on reimbursement of the full replacement value as defined above;
- the item involved shall be no older than 5 years at the time of the loss, calculated from the year of construction indicated in the list of machinery attached to the Insurance/insurance contract; but no payment shall be made beyond the amount which would have been payable under the Policy if this Endorsement had not been incorporated therein, if at the time of destruction of or damage to the covered item the manufacturer has ceased production of the respective model or if such model is no longer available as a new item from manufacturer's or supplier's stock;
- the amount payable for the replacement of a destroyed or damaged item shall not exceed the sum insured set opposite to that item in the schedule of the Policy.

COVER IN RESPECT OF LOSS OF RENTAL FOR LEASED ELECTRONIC DATA PROCESSING (EDP) EQUIPMENT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, cover will be extended according to the following conditions:

Scope of Cover

The company hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy, however limited to occurrences for which the Insured is liable under the leasing contract, gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the company will indemnify the Insured, as hereinafter provided, for loss of rental for leased

EDP equipment as a consequence of such loss or damage up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of Insurance/insurance, provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the company may accept the premium for the renewal of this Policy.

Special Exclusions to

The company shall, however, not be liable for any **the Endorsement** loss of

rental sustained as a result of

- a. restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- b. the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment;
- c. delayed or impossible procurement of spare parts;
- d. delay due to the employment of foreign experts.

Provisions applying to

Memo 1 - Sum insured the Endorsement

It shall be a requirement of this Insurance/insurance that the sum insured stated in the schedule is the amount of annual rental payable under the leasing contract. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.

Memo 2- Basis of Indemnity

In the event of failure of the EDP equipment covered the company shall be liable for the loss of rental that can be proved to have been sustained for the period during which the operation of the leased EDP equipment is interrupted or interfered with, but at the most for the indemnity period limit agreed.

The indemnity period shall commence with the occurrence of the accident.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment covered that the loss of rental sustained during the period of interruption is higher than the proportionate share of the annual sum insured applicable to this period, the Company shall be liable to indemnify the Insured only in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of Insurance/insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Schedule

Rental for Leased EDP Equipment			Page 1 of pages		
Item No	Quantity	Description of equipment/ Systems	Limit of indemnity		Annual Sum Insured
			Per day	Per month	
Sum Insured				Total	

Indemnity period limit (months)	Time excess (days)

The Insured under this Endorsement is the lessor the lessee of the equipment listed listed above.

511 COVER FOR ADDITIONAL EXPENDITURE INCURRED ONLY ONCE FOR REPROGRAMMING AND TRANSPORT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Policy shall cover, notwithstanding the provisions of Section 3, Memo 2, the additional expenditure incurred once up to the agreed sum insured of..... for each and every loss.

Notwithstanding the provisions of Section 3, Memo 2, the indemnity shall be reduced by a deductible of 20% for each and every loss.

- 512 COVER FOR ADDITIONAL EXPENDITURE FOR THE RESTORATION OF EDS SYSTEMS**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, all additional repair costs that can be proved to have been incurred as a result of the loss event of.....and the restoration effected in this connection shall be indemnified, provided there is a maintenance agreement.
- This cover shall be applicable for a period of.....as from the date the restoration is completed.
- 531 EXCLUSION OF LOSS OF OR DAMAGE DUE TO FIRE, LIGHTNING, EXPLOSION AND IMPACT OF DAMAGE**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any loss or damage arising directly from lightning, directly or indirectly from fire, the extinguishment of a fire, or clearance of debris and dismantling necessitated thereby, chemical explosion, smoke, soot, aggressive substances, impact of aircraft and other aerial devices and/or articles dropped therefrom.
- 532 EXCLUSION OF MECHANICAL AND ELECTRICAL BREAKDOWN**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any loss or damage arising from mechanical or electrical breakdown of the covered items.
- 533 EXCLUSION OF LOSS OR DAMAGE DUE TO FLOOD, INUNDATION, STORM OR TEMPEST**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any loss or damage arising from
- flood or inundation and
 - storm or tempest.
- 534 WARRANTY CONCERNING AIR-CONDITIONING PLANT**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any loss or damage in regard to electronic equipment, data media and increased cost of working due to the failure of the air-conditioning plant, if this air-conditioning plant is not covered against material damage and has not been equipped, installed or maintained in accordance with the recommendations of the manufacturers of the electronic equipment and air-conditioning plant.
- This means that the insured air-conditioning plant
- and the alarm and switch-off devices are maintained by qualified personnel of the manufacturer or supplier at least every six months;
 - is equipped with independent sensors to monitor temperature and humidity, to detect smoke and to release visual and acoustical alarms;
 - is kept under supervision by trained personnel who are able to take all loss prevention measures necessary in the event of an alarm;
 - is provided with an automatic emergency switch-off device complying with the requirements stipulated by the manufacturers of the electronic equipment.
- 535 EXCLUSION OF COST SCAFFOLDING AND LADDERS**
- It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any cost of scaffolding and ladders required in connection with the repair and/or replacement of any of the covered items.

536 EXCLUSION OF COST MASONRY WORK

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any cost of masonry, plastering, painting, earth, civil engineering or similar work required in connection with the repair and/or replacement of any of the items covered.

537 SPECIAL CONDITION CONCERNING COMPUTER TOMOGRAPHS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not be liable for any damage consisting in the failure of individual Construction elements or components, unless it can be proved that such damage has been caused by an external event acting on the system or by a fire generated within the system.

In contrast to the indemnity scales of Clause C009 Cover for valves and tubes incorporated in medical equipment, the following scales shall apply to the tubes indicated below built into computer tomographs:

1. X-ray tubes

<u>With high-voltage time meter (stationary-anode tubes): (operating hours up to)</u>	<u>with exposure counter (rotating-anode tubes): (exposures up to)</u>	<u>Indemnity (%)</u>
400	10,000	100
440	11,000	90
480	12,000	80
520	13,000	70
600	15,000	60
720	18,000	50
840	21,000	40
960	24,000	30
1,080	27,000	20
1,200	30,000	10

2. Tubes for voltage stabilization and regulation

<u>Period of use (months)</u>	<u>Indemnity(%)</u>
36	100
39	90
41	80
44	70
47	60
49	50
52	40
55	30
57	20
60	10

538 WARRANTY FOR LIGHTNING AND OVERVOLTAGE PROTECTION DEVICES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damage to electronic equipment or data media or increased cost of working as a result of lightning or over voltage if the electronic equipment is fitted with lightning and over voltage protection devices and alarm system and these have been installed and maintained in accordance with the recommendations of the manufacturers of the electronic equipment and the lightning and over voltage protection devices.

This means that the lightning and over voltage protection devices and alarm system

- are regularly serviced by qualified personnel of the manufacturer or supplier,
- are kept under supervision by trained personnel,
- are provided with an automatic switch-off device complying with the latest requirements for electronic equipment and the manufacturer's recommendations.

561 SPECIAL CONDITION CONCERNING X-RAY FILMS

It is agreed and understood that otherwise Subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any costs incurred in connection with any loss of or damage to films used for X-ray equipment unless such loss or damage arises in direct consequence of an indemnifiable loss of or damage to the X-ray film cassettes.

562 SPECIAL CONDITION CONCERNING WAIVER OF SUBROGATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Company shall waive all rights of subrogation arising out of loss or damage indemnifiable under the Policy which the Company may have against persons using the covered items with the consent of the Insured.

563 SPECIAL CONDITION CONCERNING OBSOLETE EQUIPMENT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company liability in respect of electronic data processing equipment the manufacture of which has been discontinued, or for which spare parts are no longer available (obsolete equipment), shall be restricted to the period of business interruption which would arise if a Current model or type of data processing system of equal performance had to be repaired or replaced.

564 SPECIAL CONDITION CONCERNING DELAY IN REPAIR

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall within the agreed indemnity period be liable for a period not exceeding four weeks for the additional expenditure incurred due to a delay in the repair of electronic equipment of foreign make on account of the distance between the premises and the place of repair or manufacture (delays in repair due to the procurement of spare parts or spare machinery abroad, the employment of foreign specialists, the shipment of the damaged equipment to a firm abroad and back, etc).

565 SPECIAL CONDITION CONCERNING ELECTRONIC DATA PROCESSING (EDP) EQUIPMENT COVERED IN CONNECTION WITH A HIRE OR LEASE CONTRACT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply in respect of EDP equipment covered under a separate Policy in connection with a hire or lease contract:

Sections 2 and/or 3 of the Policy shall be read as if the EDP equipment were insured under Section 1 of the Policy. This shall apply only up to the actual extent of cover provided by the separate Policy, but in no case beyond the cover given under Section 1 of the Policy.

The separate Policy shall be attached to and form part of this Endorsement.

567 ADJUSTMENT OF SUM INSURED AND PREMIUM

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following alteration of Memo 1 of the provisions to Section 1 shall apply to this Insurance/insurance:

The Company shall waive the right to apply underinsurance, provided the sum insured at the beginning of the Insurance/insurance was correctly fixed and the premium as well as the sums insured are adapted at each renewal date (annually) to the changes in machinery production prices and the cost of labour.

Such adaptation shall be made according to the following formulae:

$$S = S_o \frac{E}{E_o}$$
$$P = P_o \left(0.3 \frac{E}{E_o} + 0.7 \frac{L}{L_o} \right)$$

S	=	sum insured of the current year
So	=	sum insured as at the beginning of the Insurance/insurance
E	=	machinery production price index of the current year
Eo	=	machinery production price index as at the beginning of the Insurance/insurance
P	=	premium of the current year
Po	=	premium as at the beginning of the Insurance/insurance
L	=	labour cost index of the current year
Lo	=	labour cost index as at the beginning of the Insurance/insurance

591 WARRANTY FOR MAINTENANCE CONTRACT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, a maintenance contract has to be in force during the period of the Policy.

Maintenance as used in this Endorsement is understood to mean the following:

- safety checks
- preventive maintenance
- rectification of loss or damage or faults arising from normal operation as well as from ageing, eg by repair or replacing of modules, Sections, assemblies and components

According to the Policy conditions, costs of such maintenance work are not insurable.

592 COVER DISTINCTION BETWEEN MAINTENANCE CONTRACT SERVICES AND INSURANCE

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, maintenance services shall be deemed to be defined as follows during the period of the policy.

- safety checks
- preventive maintenance
- elimination of damage or troubles having occurred as a result of normal operation or wear and tear and requiring repair or replacement of components, modules and parts.

In accordance with the conditions of the Policy, costs incurred for these maintenance services shall not be insured.

C032 AUTOMATIC INCLUSION/HOLD COVERED CLAUSE

It is understood and agreed that any additional cover which may be required during the currency of this Policy is held covered up to 10% in excess of the Total Sum insured provided that:-

- (1) The Insured shall advise the Company within three months of all increases within the above limits and shall pay the corresponding additional premium from the effective date of increases, and
- (2) such increase shall be incorporated in the Policy by Endorsement signed on behalf of the Company.

C036 AUTOMATIC ADDITIONS/ DELETIONS CLAUSE

It is hereby declared and agreed that any equipment being incorporated by the Insured after the date of commencement of this Policy shall be automatically held covered. The Capital Sum insured being in accordance with the scale normally followed by the Insured.

Provided prior notification is giving to the Company, the Capital Sum insured on any one equipment shall not exceed the sum as specified in the Policy schedule or herein.

Provided the Insured shall within 30 days give written notification to the Company of any such additions/ deletions of equipment under the Policy and pay an additional premium which may be required by or receive a refund premium from the Company as the case may be.

PAY PAYMENT ON ACCOUNT CLAUSE

It is hereby declared and agreed that in the event of an occurrence of a loss or damage under this Policy and subject to the Insured complying with the claims conditions of this Policy, the

Company will make payment on account in respect of such in respect of such loss to the Insured if desired.

C013 AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE

In consideration of the Insured having 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/insurance, it is agreed that in the event of loss the Insurance/insurance hereunder shall be maintained in force for the full sum insured.

LOS LOSS NOTIFICATION CLAUSE (LIMIT : AS PER SCHEDULE)

Notwithstanding anything contained herein to the contrary, it is agreed that this Insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Insurers of any circumstances or events giving rise or likely to give rise to a claim under this Policy

LEA LEASING ENDORSEMENT

It is hereby understood and agreed that "As per schedule" (hereinafter referred to as the lessors) are the owners of the property insured by item/s "As per schedule" and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the Insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the Insured under this Policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the Policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or effect the rights and liabilities of the Insured or the company respectively under or in connection with this Policy.

E062 CAPITAL ADDITIONS

The Insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums stated / insured) to the property specified in the schedule hereof or an amount not exceeding 10% of the sum Insured it being understood that the Insured undertakes to advise the Insurers each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

E022 AUTOMATIC INCLUSION NEW PREMISES/BRANCHES

It is hereby declared and agreed that this Policy is extended to cover any new and/or added and/or acquired properties is/are held covered provided notice is given to the company within thirty (30) days and premium is paid at pro-rate of the annual rate.

C033 APPRAISEMENT

It is hereby declared and agreed that if the aggregate claim for any one loss does not exceed RM1,000.00 or 5% of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required.

LUL LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against legal liability in respect of bodily injury and/or damage to property.

- (1) Arising out of and in course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.
- (2) Caused by any article or part of the load falling from a vehicle whilst in transit.

The above extension shall operate only when the Insured is not entitled to indemnify under any other Policy.

Subject otherwise to the terms, exceptions and conditions of the Policy.

C046 TEMPORARY STORAGE CLAUSE (LIMIT : AS PER SCHEDULE)

The property (excluding buildings) covered under this Policy is covered whilst temporarily stored anywhere in Malaysia and Singapore PROVIDED that:

- a) the period of temporary storage shall not exceed sixty (60) days
- b) the liability of the Company is limited to 10% of the sum insured or RM50,000.00 whichever is the lower for property covered under this Clause
- c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- d) this Insurance does not apply to property in so far as it is otherwise covered not does it apply to motor vehicles and motor chassis.

MAL MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that this Policy extends to cover Malicious damage which for the purpose of this extension shall mean loss of or damage to the property covered 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) but the Company shall not be liable under this extension for any loss or damage by fire or lightning nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt threat or caused by any person taking part therein.

C017 MISDESCRIPTION CLAUSE

The Policy will not be prejudiced by any alteration or misdescription of occupation. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the inception date of increased in risk.

DES DESIGNATION CLAUSE

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

ARE ALTERATION AND REPAIR CLAUSE

It is hereby declared and agreed that alteration and repair works are allowed to be carried out in the premises without prejudice to Policy terms and conditions.

C024 INLAND TRANSIT (LIMIT : AS PER SCHEDULE)

It is agreed and understood that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this Insurance shall be extended to cover loss of or damage to the property covered whilst in transit to the contract site other than on waterways or by air within the territorial limits of.....that the maximum amount payable under this Endorsement does not exceed RM10,000.00 per conveyance.

Territorial limit : as per schedule

C035 INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the Insurance on such property shall follow removal, the necessary adjustments in Sum insured and premium being made as from the date or as soon as the oversight is discovered

866 FAILURE OR INTERRUPTION OF SUPPLY FROM PUBLIC UTILITIES

In consideration of the payment of additional premium it is hereby declared that subject to the conditions of the Policy loss as covered 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 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 equipment are excluded.

Provided that the Company shall not be liable for any loss covered by this extension unless failure of the public supplies of electricity/ water exceeds a period of forty-eight (48) hours and the liability of the Company under this extension shall apply only to such period in excess of forty-eight (48) hours.

* - Delete as appropriate

COI

CO-INSURANCE MEMO

It is hereby declared and agreed that 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 following companies each of which agrees for the 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 and damage in the circumstances provided for by this policy indemnify the Insured in the manner described in the Schedule.

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 above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

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
Website: 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**

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**