



<b>STAMP DUTY PAID</b>
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## Fire Policy for the Insurance of Growing Trees Tariff

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Etiqa Insurance Berhad (9557T)** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

The company agrees (subject to the Terms and Conditions contained herein or endorsed hereon) that if after payment of the premium the Property Insured described in the Schedule or any part of such Property Insured be destroyed or damaged by fire or lightning whether accompanied by fire or not or any of the perils specified in the Schedule at any time during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal of this Policy, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its terms and conditions of this policy. Provided that the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

### Conditions

#### 1. Conditions Precedent to Liability

The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 2. Misdescription

##### **Duty of Disclosure**

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

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

#### 3. Premium Payment

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

#### 4. Co-Insurance

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.

#### 5. Sum Insured

The basis of determination of sum insured for this insurance shall be as set out in the Schedule. For this purpose mature trees shall be trees which are more than 3 years since planting (5 years in case of Rubber trees) and not more than 25 years since planting (30 years in case of Cocoa and Rubber trees). Trees which are younger shall be regarded as immature. Trees which are older shall not be insured under this Policy.

#### 6. Insured Trees

The insurance under this policy shall apply only to the trees as specified in the Schedule grown on the estates of the Insured and all other trees are excluded from this insurance and shall not be taken into consideration in the adjustment of any loss payable under this insurance.

#### 7. Trees Excluded From Insurance

This insurance does not cover trees which at the time of occurrence of the loss:

- i) are or have been attacked or damaged by white ants or other insect pests; or
- ii) are suffering from any fungoid growth or other organic or constitutional diseases; or
- iii) have died for any reason except by operation of any of the insured perils during the currency of this Policy; or
- iv) are or have been damaged or destroyed at any time by the use of any weed killers or insecticides or pesticides.

No claim for loss or damage to such trees shall be recoverable hereunder.

#### 8. Control of Undergrowth

It is warranted that at all times during the currency of this Policy, the Insured shall take all reasonable steps to keep the ground comprising of the estates containing the trees hereby insured well maintained. Controlled forestry growths and/or cover crops are permitted without prejudice to this insurance provided that efficient control of all cover plants be maintained at all times.

#### 9. Maintenance of Fire Breaks

All fire breaks shall be thoroughly cleaned and maintained at all times.

#### 10. Excluded Perils

10.1 This insurance does not cover:-

- (a) Loss or damage occasioned by or through or in consequence of:
  - (i) the burning of property by order of any public authority;
  - (ii) subterranean fire and /or Peat fire;
  - (iii) seepage and pollution caused by toxic chemicals or fumes;
- (b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material;
- (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 10.1(c) combustion shall include any self-sustaining process of nuclear fission; and

- (d) Consequential loss or loss of earning of any kind.

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

- (a) Earthquake, volcanic eruption or other convulsion of nature;
- (b) Subsidence or landslide;
- (c) Flood or inundation unless specifically stated in the Schedule;  
For this purpose, Flood shall be defined as the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other unexpected flow or accumulation of water; but excluding loss or damage caused by subsidence or landslip even where caused by Flood.
- (d) Windstorm unless specifically stated in the Schedule;
- (e) Damage by animals (domestic or wild) unless specifically stated in the Schedule
- (f) Damage by mechanically driven vehicles and aircrafts;
- (g) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
- (h) Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; and
- (i) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any conversation;  
For the purpose of this condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.
- (j) Riot, Strike and Malicious Damage

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

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

#### **11. Exclusion Of Fire Damage Caused By Burning Within Estate**

This insurance does not cover loss or damage to growing trees hereby insured when such loss or damage is caused by or through or in consequence of the burning through human intervention, of undergrowth, pampas or jungle and/or clearing by fire of any of the land forming part of the estates containing the trees insured hereunder. However, if the fire originates outside the estates covered by this Policy, the resulting loss or damage by spread of such fire to the trees insured hereunder will be payable in terms of this insurance.

#### **12. Excess**

The Insured shall first bear an amount specified in the Schedule on each and every loss caused by any insured peril after adjustments in terms of paragraphs 18 and 19 below and the Company shall only be

liable for any amount in excess of the said first loss amount.

### **13. Definition of Each And Every Loss**

The words "each and every loss" shall mean the aggregate of all individual losses arising out of and directly occasioned by a single source of ignition for fire losses and include all losses arising out of the same fire until it is fully extinguished.

In case of windstorm, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operation of the said peril during a period of 72 consecutive hours. The Insured may choose the date and time when any such period of consecutive hours commences and if any peril is of greater duration, the Insured may divide that loss into two or more loss occurrences provided no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured by that peril.

In case of other perils, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operations of the said peril during a period of 24 consecutive hours and in case of flood will continue till ground surface is reasonably clear of water.

### **14. Claims Procedure**

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

- (a) A Claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the trees damaged or destroyed, and of the amount of the loss or damage therein respectively, having regard to their value at the time of the loss or damage, not including profit of any kind;
- (b) Particulars of all other insurances, if any
- (c) The Insured shall also at all times at his own expense, produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of damage, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

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

### **15. Insurer's Rights**

On the happening of any loss or damage to any of the property insured by this Policy, the Company shall have access to any such property and freedom to examine the same. The Insured shall not deal with or dispose of the damaged property without the agreement of the Company. However, the Insured shall take all reasonable measures to avoid or minimise the loss.

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

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

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

**16. Fraud**

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

**17. Subrogation**

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 reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or be required before or after his indemnification by the Company.

**18. Contribution**

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

**19. Definition of Extent of Loss**

In the event of a claim being admitted under this Policy, the quantum of loss shall be derived by applying the loss settlement scale appended to this Policy to the trees damaged or destroyed by the event. If the value of trees in the area damaged be more than the value mentioned in the Schedule for that area, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly

**20. Time Limitation**

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

**21. Cancellation**

This insurance may be terminated at any time by the Insured on notice to the Company in which case the Company will retain the customary short period rate for the time the insurance has been in force. However, no refund of premium will be allowed, upon termination by the Insured, where a claim has occurred during the currency of this insurance.

This insurance may also be terminated at the option of the Company by sending 14 days' notice by registered letter 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 cancelment.

**22. Change of Risk**

If the interest in the property insured passes from the Insured otherwise than by will or operation of law, the insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

**23. Arbitration**

If any difference arises as to the amount of any loss or damage, such difference shall independently of all 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 calendar months after having

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

The seat of arbitration shall be in Malaysia and the arbitration tribunal shall apply the laws of Malaysia as the proper law of this insurance.

#### **24. Notice**

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

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### Procedure for Complaint to OFS

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa Insurance Berhad to a dispute, or Etiqa Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa Insurance Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa Insurance Berhad should they be dissatisfied with the outcome by the OFS.

### Procedure for Complaint to CSB

Any Insured Person 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 the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Insured Person or the Claimant and the Insurance Company may 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  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
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

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