



## Public Liability Policy

**WHEREAS** the Insured named and described in the Schedule hereto has by a Proposal and Declaration, which shall be the basis of this Contract, has applied to **Etiqa Insurance Berhad** (hereinafter referred to as the Company) for the insurance hereinafter contained.

IN CONSIDERATION of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured against:

- A. All sums which the Insured shall become legally liable to pay as damages in respect of:
  - (i) Accidental death or bodily injury to or illness of any person
  - (ii) Accidental loss of or damage to material property.
- B. All costs and expenses of litigation:
  - (i) Recoverable by any claimant against the Insured,
  - (ii) Incurred with the written consent of the Company,

in respect of a claim against the Insured for damages occurring during the Period of Insurance, arising in connection with the Trade or Business and happening anywhere within the Territorial Limits to which the indemnity expressed in this Policy applies.

Provided always and it is a condition of this Policy that the liability of the Company for compensation under A and B in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity and for the Period of Insurance, the Aggregate Limit of Indemnity.

### Exclusions

Unless otherwise especially stated hereon the Indemnity expressed in this Policy shall not apply to or include:-

1. Liability in respect of injury, illness, loss or damage which is deliberately caused or failure to do anything which will inevitably or with reasonable certainty give rise to such a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness.
4. Liability in respect of loss of or damage to property:
  - (a) belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured other than personal effects belonging to directors, employees or visitors.
  - (b) being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
  - (c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
5. Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support or defective design formula or specification.
6. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or

unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.

7. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - (a) any vessel or craft or aircraft not specified in the Schedule under the heading or plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - (b) lifts, cranes escalators or power hoisting machines unless specified in the Schedule under the heading 'Plant'.
  - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring
  - (d) any goods or any containers thereof sold or supplied or repaired renovated let on hire or handled by the Insured and no longer in the Insured's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Insured)
8. Liability directly or indirectly occasioned by or through or in consequence of fire, explosion or flood.
9. Liability directly or indirectly occasioned by or through or in consequence of:
  - (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - (b) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) Any "act of terrorism"  
For this purpose an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
10. (a) Liability directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.  
For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) Liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
11. Liability directly or indirectly occasioned by or through or in consequence of seepage, pollution or water pollution, contamination, defective sanitary arrangements, chemical effluent fumes or other noxious gas liquid or substance
12. Liability in respect of any breach of professional duty or service whether of omission or commission.
13. Liability in respect of any design or specification or formula.
14. Liability in respect of any actual or alleged liability whatsoever for any claim or 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.
15. Liability in respect of sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors.
16. Liability for any amount in respect of liquidated damages or under a penalty clause libel or slander or infringement of copyright or patent.
17. The amount stated in the Excess Clause.

## Conditions

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. Every notice or communication to the Company shall be in writing and sent to the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing.

2. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible or not later than 15 days from the date of occurrence give written notice thereof to the Company and in any case within 6 weeks after the happening of such event deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
3. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claims for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the Limit of Indemnity in respect of any one accident or the balance of such Limit of Indemnity if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.
5. If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars related thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
6. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
7. If at any time or from to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice to the Company and shall pay such additional premium as the Company may require. But until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any injury illness loss or damage due altogether or in part to any such alteration or change.
8. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation.
9. The Insured shall exercise reasonable care that only competent employees' are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising there from shall be suspended until the same be cured or removed to the satisfaction of the Company.
10. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the

award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

11. The due observance and fulfillment of the terms conditions and endorsement 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 statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## **Clauses**

The Following Clauses Are Applicable To This Policy:

### **JURISDICTION CLAUSE**

The indemnity provided herein shall not apply to:

- (1) Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

### **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 authorized agent of the insurer, 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 authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.

**The following Clauses, Endorsements & Warranties are applicable to this Policy if specified in the schedule:**

**C001 - ALTERATION AND REPAIR CLAUSE**

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

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

**C003 - AUTOMATIC INCLUSION OF NEW BRANCH/PREMISES CLAUSE**

It is understood and agreed that any additional insurance which may be required during the currency of this Policy for any new branch or premises of the Insured within Malaysia is held covered subject to the limit of liability stated in the Policy, provided that:-

- (1) The Insured shall advise the Insurer within thirty (30) days of the opening of the new branch or premises and shall pay an appropriate additional premium to the Insurer.
- (2) Such additional branch or premises shall be incorporated in the Policy by Endorsement signed on behalf of the Insurers.

Subject otherwise to the terms exclusions and conditions of the Policy

**C005 - BREACH OF CONDITIONS CLAUSE**

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risks.

**C006 - CAR PARK LIABILITY CLAUSE**

It is agreed and declared that the Policy extends to indemnify the Insured for claims in respect of bodily injury or damage to the property arising directly or indirectly out of or caused by or in connection with any vehicle in the physical or legal control of the Insured where such bodily injury or damage occurs while such vehicle is in a car park owned or operated by the Insured. Provided that the indemnity granted by this endorsement does not apply in respect of:-

- (a) any liability in connection with
  - (i) any vehicle belonging to the Insured
  - (ii) any vehicle used by or on behalf of the Insured independently of his operations as a car park owner or operator.
- (b) any liability arising directly or indirectly out of or caused by or in connection with the servicing, repairing and/or maintenance of any vehicle.

Provided further that notwithstanding anything to the contrary in this or any other Policy, the Insured shall not be entitled to indemnity under any other Policy.

**C007 - COINSURANCE AND LEADER CLAUSE**

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.

**C008 - CONTRACTORS AND SUB-CONTRACTORS CLAUSE**

It is hereby declared and agreed that the indemnity herein granted is extended to cover the legal liability of contractors and sub - contractors performing work for the Insured whilst engaged in the business and occupation in respect of which the within Policy is granted.

Provided always that:

- (a) the sub-contractors shall as though the Insured observe fulfill and be subject to terms of this Policy so far as they apply.
- (b) the sub-contractor is not entitled to indemnity under any other insurance.
- (c) at the end of each period of insurance, the insured shall notify the company of any such sub-contractors employed during such period of insurance of the cost thereof and shall pay such additional contribution as may be required.

Subject otherwise to the terms exclusion and conditions of the Policy.

**C009 - CROSS LIABILITY CLAUSE**

For the purpose of this Policy each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in the same manner as if a separate Policy has been issued to each of the said parties and the Insurer hereby agrees to waive all rights of subrogation or action which the Insurer may have or acquire against either of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

Provided always that the aggregate liability of the Company shall not be increased beyond the limits to which the insurance by this Policy is subject.

**E011 - DEFECTIVE SANITARY ARRANGEMENT ENDORSEMENT**

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable consequent upon death bodily injury illness loss or damage as within defined caused through defective drains, sewers or sanitary arrangements, provided it is caused by a sudden unexpected and unintended happening during the period of insurance the liability of the Company under this Policy for all damages in respect of death bodily injury or illness sustained in any one Period of Insurance and caused by or resulting from defective sanitary arrangements shall not exceed the amount of liability stated in the schedule of the Policy.

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

**C12A - EMPLOYEES' EFFECTS CLAUSE (LIMIT RM500.00)**

It is hereby declared and agreed that this Policy is extended to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to RM500.00 in respect of any one event.

**EMPLOYEES' EFFECTS CLAUSE (LIMIT RM250.00)**

It is hereby declared and agreed that this Policy is extended to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to RM250.00 in respect of any one event.

**EMPLOYEES' EFFECTS CLAUSE (Limit as specified in the schedule)**

It is hereby declared and agreed that this Policy is extended to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to amount as specified in the schedule in respect of any one event.

**C017 - EXCESS CLAUSE**

It is hereby declared and agreed that the Insurers shall not be liable for the first amount as specified in the Policy in respect of each and every loss.

#### **E014 - FIRE AND EXPLOSION (PROPERTY DAMAGE) ENDORSEMENT**

Notwithstanding anything contained to the contrary the indemnity as granted by this Policy shall apply also to accidental loss of or damage to property as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure) provided that the Insured shall have taken reasonable precaution to comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.

The words "Fire and Explosion" are hereby deleted from Exclusion 8 of this Policy.

#### **E015 - FIRST AID FACILITIES ENDORSEMENT**

This Policy extends to cover legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.

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

#### **E017 - FOOD AND DRINK ENDORSEMENT**

It is hereby declared and agreed that the indemnity granted by this Policy applies to the Insured's legal liabilities for bodily injury (including illness) and loss of or damage to property (both as defined in the Policy) caused by or attributable to food and drinks sold or supplied or provided by the Insured.

It is further declared that :-

- (a) the indemnity granted by this endorsement shall not apply to any claim for injury or disease fatal or otherwise sustained or contracted by any animal.
- (b) the liability of the Insurers under this endorsement is limited in any one period of insurance to the amount of the Limit of Liability stated in the schedule of the Policy.

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

#### **E18A - GUESTS' EFFECTS EXTENSION CLAUSE (Limit as specified in the Schedule)**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Guests occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to amount specified in the Schedule in respect of any one event.

#### **GUESTS' EFFECTS EXTENSION CLAUSE (LIMIT RM250.00)**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Guests occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to RM250.00 in respect of any one event.

#### **GUESTS' EFFECTS EXTENSION CLAUSE (LIMIT RM500.00)**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of loss of or damage to the Personal Effects of the Insured's Guests occurring at the place or places at which this Policy applies, the amount of indemnity under this extension being limited to RM500.00 in respect of any one event.

#### **C019 – HELIPAD CLAUSE**

It is hereby declared and agreed that this Policy is extended to cover the Insured's legal liability in respect of accidental bodily injury and/or loss of or damage to property arising out of the use of the Insured's helipad for emergency or rescue operation connected with the occupation of the building:-

Provided always that :-

- (1) The fire fighting installations are inspected on a quarterly basis
- (2) The electrical and lighting systems of the helipad are inspected every quarter or at earlier intervals.
- (3) Helicopter owner liability is not waived.
- (4) The weight of the helicopters using the helipad does not exceed the maximum weight that the helipad is designed to carry.

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

#### **C020 - INDEMNITY TO DIRECTORS AND/OR EXECUTIVES CLAUSE**

If any claim is made upon any director and/or executives of the Insured and the claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this Policy, the Company will in the terms and subject to the limitations of this Policy indemnify the said director and/or executive of the Insured in respect of such claim.

Provided that :

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

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

#### **E021 - INNKEEPER'S LIABILITY ENDORSEMENT**

It is hereby understood and agreed that this Policy is extended to include "Innkeeper's Liability" coverage as follows subject to all of the conditions of this Policy and subject to all of the provisions of this Policy not expressly modified herein:-

It is expressly understood and agreed that property belonging to hotel guests shall not in terms of this Policy be considered to be property held in trust by or in control or custody of the Insured and the Insurers will indemnify the Insured in respect of the Insured's legal liability for loss of or damage to such property, if such loss or damage occurs whilst such property is within the Insured's premises or in the possession of the Insured and the Insurers shall have the right to defend any suit against the Insured seeking damages on account of such loss or damage even if the allegations of the suit are groundless or false or fraudulent and the Insurers may make such investigations and settlements of any claims or suit as it deems expedient but the Insurers shall not be obligated to pay any claims or judgment or, to defend any suit after the applicable limit of the Insurers liability has been exhausted by payment of judgment or settlement and/or all legal expenses. Provided that the Insured shall all times caused to be displayed prominently at the reception counters and/or the main entrance and/or the guest rooms within the Hotel, copies of the Notice set out in the Innkeeper's Liability Ordinance 1952 (Malaya) printed in plain type in the Bahasa Malaysia and/or English Language.

Provided further that the Limit of Indemnity in respect of loss or damage to guest property shall not exceed the liability limit of the Policy any one accident or occurrence, the number of accidents during the period of indemnity being unlimited.

Exclusions

This insurance does not apply:-

- a) to any liability assumed by the Insured under any expressed contract or agreement other than 4th Section of Innkeepers Ordinance 1952
- b) to any loss or damage caused by the spilling, upsetting or leaking of any food or liquid
- c) to any loss resulting from the Insured's release of any other person or organisation from his or its legal liability
- d) to loss of or damage to any vehicles or its equipment, accessories, appurtenances or any property contained therein
- e) to loss of or damage to any property in custody or possession of the Insured for laundering or cleaning
- f) to loss of or damage to any articles carried or held by a guest as samples or for sale or for delivery after sale.

Subject otherwise to the terms, exclusions and conditions of this Policy.

#### **C024 - LEASED AND/OR HIRED EQUIPMENT CLAUSE**

It is understood and agreed that the Schedule of Plant is deemed to include "all plant, equipment or tools of trade hired/ leased/ used by the Insured or for which they are responsible".

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

#### **C021 – LIABILITY FOR CONTRACTOR/SUB-CONTRACTORS AND THEIR WORKMEN**

It is hereby declared and agreed that this Policy subject to its limits, terms and conditions, extends to indemnify the Insured against legal liability for accidental bodily injury or accidental loss of or damage to property caused by the negligence of the Insured's contractor/sub-contractors or their workmen

No liability shall attached to the Insurer under this endorsement for damage to property upon which the Contractor/Sub-Contractors or their workmen are or have been operating



It is further declared and agreed that the Insurers shall not be liable for any loss of or damage to property of the Contractor/Sub-Contractors or their workmen

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

**E025 - LIFT ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the indemnity expressed in the schedule of this Policy shall apply to liability in respect of injury or damage caused by or in connection with or arising out of the use of lifts in the Insured premises

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

**C011 - LIFTS, CRANES, ESCALATORS AND POWER HOISTING MACHINES ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the indemnity expressed in the schedule of this Policy shall apply to liability in respect of injury or damage caused by or in connection with or arising out of the use of lifts, cranes, escalators and power hoisting machines in the Insured premises

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

**E026 - LOADING AND UNLOADING ENDORSEMENT**

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 indemnity under any other policy.

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

**C025 - LOSS NOTIFICATION CLAUSE (30 Days)**

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the insurers of any circumstances or event giving rise or likely to give rise to a claim under the Policy. Provided the claim is intimated no later than thirty (30) days from the date of loss.

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

**C026 - LOSS NOTIFICATION CLAUSE (60 Days)**

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the insurers of any circumstances or event giving rise or likely to give rise to a claim under the Policy. Provided the claim is intimated no later than sixty (60) days from the date of loss.

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

**C030 - MISDESCRIPTION CLAUSE**

This Policy shall not be prejudiced by any alterations misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased fire hazard.

**C032 - MOTOR VEHICLE CONTINGENT LIABILITY CLAUSE**

It is understood and agreed that the Company shall indemnify the Insured in accordance with the terms of this Policy in respect of injury, loss or damage arising out of the use of any motor vehicle(s) which are not owned, hired or leased or not the property of the Insured.

Provided always the Insured shall not be liable for:-

- (a) damage to any vehicle(s) or,
- (b) injury, damage or loss whilst such vehicle(s) is being driven by the Insured or Insured's employees or,
- (c) if there is any other Insurance or specific Insurance covering such vehicle(s) or
- (d) if such vehicle(s) are licensed for general road use.

**C033 - NON-INVALIDATION CLAUSE**

It is hereby agreed that this insurance shall not be invalidated by:-

- (a) any change of occupancy or increase of risk taking place in the property insured without the Insured's knowledge provided that they shall immediately on the same coming to their knowledge advise the Insurer and pay any additional premium that may be required from the date of such increase of risk.
- (b) Workmen on the premises for the purpose of affecting repairs, minor alterations or general maintenance purpose and the like.

**C034 - NON-OWNED VEHICLE LIABILITY CLAUSE**

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

- (1) out of the use of vehicles not owned by the Insured but used in connection with the Insured's business or trade.
- (2) out of the use of any vehicle hired or leased by any of the Insured's employees (as approved and/or permitted by the Insured in writing) but used solely in connection with the Insured's business or trade.

Provided always that this extension shall exclude all liabilities covered under other more specified policy in force at the time and that the Insurer's maximum liability in respect of all claims and/or series of claims arising out of any one occurrence shall not in any event exceed the sum of RM5,000.00

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

**E038 - PAYMENT ON ACCOUNT ENDORSEMENT**

It is hereby understood and agreed that in the event of the occurrence of a loss under this insurance the company will make payment on account in respect of such loss to the Insured if desired.

**E039 - PEDAL CYCLE ENDORSEMENT**

It is hereby declared and agreed that the Company will indemnify the Insured against legal liability for accidental bodily or accidental loss of or damage to property as within defined caused through the use of any pedal cycle (not being a power assisted pedal cycle) belonging to the Insured in the pursuance of his employment.

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

**E040 - PLANT AND MACHINERY ENDORSEMENT**

It is hereby declared and agreed that this Policy shall extend to include liability for death or bodily injury or damage to property as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the Insured of any plant and machinery excluding liability under any legislation governing the use of motor vehicles.

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

**C041 - POLLUTION OR CONTAMINATION CLAUSE**

Notwithstanding anything contained to the contrary in Exclusion 11 this Policy subject to its limits and conditions indemnifies the Insured against legal liability for accidental injury or accidental loss of or damage to property caused by defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance provided that such pollution or contamination is caused by a sudden unexpected and unintended happening during the period of insurance.

It is further declared and agreed that the Policy does not cover any liability for :-

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

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

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

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

It is also further declared and agreed that the liability of the Insurers under this extension in respect of all or any occurrences shall not exceed RM100,000.00 in any one period of insurance.

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

#### **C022 - PRIVATE WORK FOR DIRECTORS AND EXECUTIVES CLAUSE**

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

Provided that :-

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

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

#### **C046 - SIGN BOARD/NEON SIGN CLAUSE**

It is hereby declared and agreed that the Policy shall indemnify the Insured in respect of any accident arising from the existence of Sign Board/Neon Sign at the Insured's premises.

Provided that this Policy does not cover any claims arising as a direct result of erection, alteration, dismantling or similar work whilst being carried out on the Sign Board/Neon Sign.

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

#### **C048 - SPECIAL EVENTS CLAUSE**

This Policy extends to include legal liability in respect of accidental bodily injury and/or damage to property arising out of sports, parties, tours, excursions, exhibitions, demonstrations, functions and the like conducted by or on behalf of the Insured.

Subject otherwise to the terms exceptions and conditions of the Policy

#### **C049 - SPORTS AND SOCIAL CLUBS CLAUSE**

This Policy extends to cover legal liability of the Insured arising out of provision by the Insured of facilities for social functions and non-professional sporting games and activities.

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

**C060 - STRIKE RIOT AND CIVIL COMMOTION CLAUSE**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that in consideration of the payment of an additional premium this Policy is extended to cover destruction or damage as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not assuming the proportions of or amounting to a popular rising, except in so far as the Insured himself is actively participating when this exclusion becomes null and void.

**E051 - TEMPORARY VISITS OVERSEAS ENDORSEMENT**

Notwithstanding anything contained herein to the contrary this Policy extends to cover legal liability of the Insured as within defined in respect of travel outside the territorial limits by Directors or senior employees of the Insured but excluding USA and Canada.

Subject otherwise to the terms exclusions and conditions of the Policy

**E052 - TENANTS LIABILITY ENDORSEMENT**

It is hereby understood and agreed that the indemnity granted by this Policy shall extend to cover the Insured's legal liability to their tenants in respect of accidental bodily injury or loss of or damage to their tenant's property kept within the Insured's Premises due to any negligence, omission or default of the Insured or their employees.

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

**C053 - USE OF FIREARMS**

It is hereby declared and agreed that the Policy is extended to cover the use of firearms by authorised employees (in so far as no liability exists on the part of the police and/or Government Authorities).

**E054 - VEHICLE NOT LICENCED FOR PUBLIC ROAD USE ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the indemnity expressed in this Policy shall extend to include liability in respect of injury or damage caused by or in connection with or arising from machinery and plant not licensed for public road use.

**C056 - WAIVER OF SUBROGATION RIGHTS CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of a claim, the Insurers will not exercise their subrogation rights against any of the insured parties. Subject otherwise to the terms, exclusions and conditions of the Policy.

**E002 - WORK AWAY RISK ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's employees whilst engaged in the Insured's business anywhere in Malaysia.

Provided always that the liability of the Insurers under this extension shall not exceed the limits of liability granted under this Policy.

Subject otherwise to the terms exceptions and conditions of the Policy

## Important Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

The contact details are as follows:

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

## Our Commitment To High Standard Of Customer Service

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

The address is:

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