

**FIRE INSURANCE - BLAZE  
POLICY SCHEDULE /JADUAL POLISI**

**POLICY NO / NO POLISI : FBC-F0142642-WA-BKR-21**

SMART GLOVE INTERNATIONAL SDN BHD

A-06-01 & A-06-02 LEVEL 6  
EMPIRE TOWER 1 EMPIRE SUBANG  
JALAN SS 16  
SUBANG JAYA  
47500 SELANGOR

WA-14-0013987N (WA-000340) ROSEGATE INSURANCE  
BROKERS SDN BHD

TEL : 0322829883

In saving the earth and supporting the "**GREEN**" project, Tokio Marine Insurans (Malaysia) Berhad has adopted a paper less printing concept.

Please log on to our website "[www.tokiomarine.com](http://www.tokiomarine.com)" to view or to print the English and/or Bahasa Malaysia language Policy wording, terms, conditions and exclusions. For further enquiries, please contact your insurance intermediary or any of our offices as shown on the last page of this Policy Schedule.

If you have any complaints or feedbacks, you may call or write to our Customer Engagement Centre (Complaints Unit) at [letusknow@tokiomarine.com.my](mailto:letusknow@tokiomarine.com.my) or 1800 88 0812.

*Jika anda mempunyai sebarang aduan atau maklumbalas, sila menghubungi unit aduan kami melalui [letusknow@tokiomarine.com.my](mailto:letusknow@tokiomarine.com.my) atau 1800 88 0812.*

**[www.tokiomarine.com](http://www.tokiomarine.com)**

Your policy wording code :

**FBC11117**

**ORIGINAL**

*Your Insurance Partner*  
*Rakan Insurans Anda*

FIRE INSURANCE - BLAZE  
POLICY SCHEDULE /JADUAL POLISI

POLICY NO. NO. POLISI	: FBC-F0142642-WA-BKR-21		
REPLACING COVER NOTE NO. : MENGGANTIKAN NO. NOTA PERLINDUNGAN		PREMIUM PREMIUM	: RM 495.88
REPLACING POLICY NO. : MENGGANTIKAN NO. POLISI			
ACCOUNT CODE KOD AKAUN	: WA-14-0013987N (WA-000340) ROSEGATE INSURANCE BROKERS SDN BHD	SERVICE TAX CUKAI PERKHIDMATAN	: RM 29.75
THE INSURED PIHAK DIINSURANSKAN	: SMART GLOVE INTERNATIONAL SDN BHD	STAMP DUTY DUTI SETEM	: RM 10.00
		TOTAL JUMLAH	: RM 535.63
ADDRESS ALAMAT	: A-06-01 & A-06-02 LEVEL 6 EMPIRE TOWER 1 EMPIRE SUBANG JALAN SS 16 SUBANG JAYA 47500 SELANGOR	ANNUAL PREMIUM PREMIUM TAHUNAN	: RM 495.88
POSTCODE POSKOD	: 47500		
PERIOD OF INSURANCE TEMPOH INSURANS	: FROM 23/08/2021 TO 22/08/2022 (BOTH DATES INCLUSIVE) DARI HINGGA (TERMASUK KEDUA-DUA TARIKH)		
	ANY SUBSEQUENT PERIOD FOR WHICH YOU SHALL PAY AND WE SHALL AGREE TO ACCEPT A RENEWAL PREMIUM SEBARANG TEMPOH YANG SELANJUTNYA DIMANA ANDA HENDAKLAH MEMBAYAR DAN KAMI AKAN BERSETUJU UNTUK MENERIMA PEMBAHARUAN PREMIUM		

RISKS DETAILS  
BUTIR-BUTIR RISIKO

RISK TYPE / JENIS RISIKO	: FIRE INSURANCE - BLAZE		
SITUATION OF RISK ALAMAT RISIKO	: 0001 A-06-01 & A-06-02 LEVEL 6 EMPIRE TOWER 1 EMPIRE SUBANG JALAN SS 16 47500 SUBANG JAYA SELANGOR		
OCCUPATION/KEGUNAAN	: OFFICE		
PIAM CODE KOD PIAM	: 1204B	CONSTRUCTION STRUKTUR BINAAN	: CLASS 1A CONSTRUCTION
RATE TYPE JENIS KADAR	: Detariff Rating		
BASIC RATE KADAR ASAS	: 0.055000		
PERILS RATE KADAR PERIL	: 0.099000		

ITEM BIL	INTEREST INSURED KEPENTINGKAN DIINSURANSKAN	SUM INSURED JUMLAH DIINSURANSKAN (RM)	RATE KADAR %	PREMIUM PREMIUM (RM)
1.01	ON ALL PROPERTY OF THE INSURED INCLUDING OFFICE EQUIPMENT, FURNITURES, FIXTURES & FITTINGS, RENOVATION, COMPUTERS AND ACCESSORIES AND THE LIKE AND ALL OTHER CONTENTS OF EVERY DESCRIPTION	460,000.00	0.107800	495.88
		TOTAL JUMLAH		495.88

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**ADDITIONAL COVER/PERILS/WARRANTIES AS BELOW, SUBJECT TO THEIR RESPECTIVE CLAUSES/WARRANTIES/ENDORSEMENTS ATTACHED HERETO :-**

**PERLINDUNGAN TAMBAHAN/PERIL/WARRANTI DI BAWAH, TERTAKLUK KEPADA FASAL-FASAL/WARRANTI/ENDORSMEN YANG DILAMPIR BERSAMA :-**

CODE	DESCRIPTION	RATE (%)
<u>KOD</u>	<u>KETERANGAN</u>	<u>KADAR</u>
P003	STORM TEMPEST	0.015000
P08B	ELECTRICAL INSTALLATIONS CLAUSE (B)	0.056000
P05C	EXPLOSION (NON-INDUSTRIAL WITHOUT BOILERS)	0.005000
P06B	IMPACT DAMAGE (INCLUDING INSURED'S OWN VEHICLES)	0.004000
P07B	BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS)	0.005000
P12B	RIOT STRIKE AND MALICIOUS DAMAGE	0.014000
P05B	EXPLOSION (INDUSTRIAL WITH BOILERS)	
P07A	BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDINGS EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE))	
W01D	RESTRICTION OF MERCHANDISE WARRANTY (NOT EXCEEDING 50% OF TOTAL FLOOR AREA)	

EIC (B) - APPLICABLE FOR ITEM 1.2 ONLY

MACHINERY BREAKDOWN EXTENSION

(LIMIT : RM100,000.00 ANY ONE LOSS AND IN THE AGGREGATE)

**SUBJECT TO THE FOLLOWING CLAUSES / WARRANTIES / ENDORSEMENTS AS PRINTED ON THE POLICY OR ATTACHED HERETO :-**  
**TERTAKLUK KEPADA FASAL-FASAL / WARRANTI / ENDORSMEN BERIKUT SEPERTI TERCATAT DALAM POLISI ATAU DILAMPIR BERSAMA :-**

CODE	DESCRIPTION
<u>KOD</u>	<u>KETERANGAN</u>
C001	TEMPORARY REMOVAL CLAUSE (EXCLUDING STOCK-IN TRADE AND MERCHANDISE)
C007	CONTRACT PRICE
C010	COMPUTER SYSTEMS RECORDS
C011	DESIGNATION CLAUSE
C020	TEMPORARY STORAGE CLAUSE
C023	BRAND LABEL AND TRADEMARK CLAUSE
C027	INTERNAL REMOVAL CLAUSE
C028	OUTBUILDING CLAUSE
C029	APPRAISEMENT CLAUSE
C02B	REMOVAL OF DEBRIS CLAUSE (WITHOUT SEPARATE SUM INSURED)
C030	VEHICLE LOAD CLAUSE
C031	ALTERATIONS AND REPAIRS CLAUSE
C035	PAIRS AND SETS CLAUSE
C03B	ARCHITECT'S SURVEYOR'S AND CONSULTANT'S FEES CLAUSE (WITHOUT SEPARATE SUM INSURED)
C049	PROPERTY DAMAGE CLARIFICATION CLAUSE
C04D	OTHER CONTENTS CLAUSE (LIMIT: RM1,000)
C051	RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE
C058	MACHINERY BREAKDOWN EXTENSION (LIMIT: STATED IN POLICY SCHEDULE)
C16B	REINSTATEMENT VALUE CLAUSE (EXCLUDING STOCK IN TRADE)
C42B	DATE RECOGNITION (WITH SAVINGS CLAUSE)
C901	COMMUNICABLE DISEASE EXCLUSION (LMA 5393)
C902	PROPERTY CYBER AND DATA EXCLUSION
H032	NOTICE TO ALL POLICYHOLDERS
N001	SANCTION EXCLUSION CLAUSE
N202	SERVICE TAX CLAUSE
W025	PREMIUM WARRANTY (60 DAYS)

TOKIO MARINE INSURANS (MALAYSIA) BERHAD



(AUTHORISED SIGNATORY)  
(TANDATANGAN YANG SAH)

ISSUED AT KL MARKETING AGENCY  
DIKELUARKAN DI  
MKM03549

ON 28/08/2021  
PADA

**CLAUSES / WARRANTIES / ENDORSEMENTS**  
**FASAL-FASAL / WARRANTI / ENDORSMEN**

**POLICY NO.** : FBC-F0142642-WA-BKR-21  
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**C001 TEMPORARY REMOVAL CLAUSE (EXCLUDING STOCK-IN TRADE AND MERCHANDISE)**

The property insured under item(s) .... of this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed including whilst in transit 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 Malaysia, the Republic of Singapore or Brunei Darussalam.

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 insured, 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:-

- i) Motor Vehicles and Motor Chassis.
- ii) Property (other than machinery and plant) held by the Insured in trust.

**C007 CONTRACT PRICE**

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

**C010 COMPUTER SYSTEMS RECORDS**

Computer systems records are insured only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein.

**C011 DESIGNATION CLAUSE**

For the purpose of determining where necessary the item (column heading) under which any property is insured, the Company agrees to accept the designation under which such property is entered in the Insured's books.

**C020 TEMPORARY STORAGE CLAUSE**

The property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia, Brunei Darussalam 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 total sum insured or RM500,000 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 insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

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**C023 BRAND LABEL AND TRADEMARK CLAUSE**

In the case of damage to property bearing a brand, label or trademark the sale of which in any way carries a guarantee of the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands, labels and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said property.

**C027 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 of removal as soon as the oversight is discovered.

**C028 OUTBUILDING CLAUSE**

The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each outbuilding.

**C029 APPRAISEMENT CLAUSE**

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

**C02B REMOVAL OF DEBRIS CLAUSE (WITHOUT SEPARATE SUM INSURED)**

The insurance on Item(s) No(s)..... hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above of this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower.

The Company will not pay any costs 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 or property not insured by this policy.

Provided always the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

**C030 VEHICLE LOAD CLAUSE**

In the event of any of the Insured's vehicles being left loaded

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overnight whilst in or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

**C031 ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding condition 9(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

**C035 PAIRS AND SETS CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained in this policy to the contrary, where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

Subject otherwise to the terms exceptions and conditions of the policy.

**C03B ARCHITECT'S SURVEYOR'S AND CONSULTANT'S FEES CLAUSE (WITHOUT SEPARATE SUM INSURED)**

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

**C049 PROPERTY DAMAGE CLARIFICATION CLAUSE**

Wording refer to Policy Jacket

**C04D OTHER CONTENTS CLAUSE (LIMIT: RM1,000)**

It is agreed that the term "Other Contents" in so far as they are not otherwise insured is understood to include:-

- a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1,000.
- b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM1,000 in respect of any one documents, manuscript or business book.
- c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM1,000.
- d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.

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e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1,000 in respect of any one Employee.

Note: The monetary limit of RM1,000 maximum for items (a) to (e) are obligatory. Paragraph (e) may be omitted entirely if it is not desired to insure such property.

**C051 RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

Wording refer to Policy Jacket

**C058 MACHINERY BREAKDOWN EXTENSION (LIMIT: STATED IN POLICY SCHEDULE)**

Notwithstanding anything stated to the contrary contained herein, it is hereby declared and agreed the company will indemnify the Insured in respect of:-

- a. Physical loss or damage, as hereinafter provided, by payment of cash, replacement or repair (at the Company's option) in respect of each of the mechanical or electrical machinery items

In consequence of an "accident" (as hereinafter defined) below:-  
"Accident"

Unforeseen and sudden physical loss or damage occurring to the Insured machinery including boilers and necessitating its immediate repair or replacement including extra charges for overtime, night work, work on public holidays and express freight (excluding air-freight) due to cause such as defects in casting and material, faulty designed, faults at workshop or in erection, bad workmanship, lack of skill, carelessness of the operator, tearing apart on account of centrifugal force/collapse, implosion, short circuit, storm, or any other cause not specifically excluded hereinafter whilst such machinery is

- working or at rest
- being dismantled moved or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery has successfully completed its performance acceptance test.

This extension shall apply to the Insured items after successful completion of their performance acceptance test whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling or in course of the aforesaid operations themselves, or when being shifted within the premises or during subsequent re-erection.

Provided that the liability of the Company in no case exceeds the limit stated in Policy Schedule in respect of each and every loss and in aggregate during the currency of the policy for material damage.

**EXCLUSION**

The Insurers shall not be liable for the following including any loss resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

- a. loss of or damage to exchangeable tools e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
- b. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
- c. loss or damage caused by any faults or defects existing at any time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;



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- d. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosions, rust and boiler scale, etc);
- e. loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;
- f. shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved;
- g. any restrictions on reconstruction or operation imposed by any public authority.

**C064 SPECIAL DISCOUNT IS ALLOW**

**C16B REINSTATEMENT VALUE CLAUSE (EXCLUDING STOCK IN TRADE)**

Notwithstanding anything to the Contrary contained in the Policy Condition, it is hereby declared and agreed that in the event of property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

**SPECIAL PROVISIONS**

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 3) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- 4) This Memorandum shall be without force or effect if:-
  - a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - b) The insured is unable or unwilling to replace or reinstate

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the property destroyed or damaged on the same or another site.

- 5) No payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

**C42B DATE RECOGNITION (WITH SAVINGS CLAUSE)**

Wording refer to Policy Jacket

**C901 COMMUNICABLE DISEASE EXCLUSION (LMA 5393)**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause the threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

**C902 PROPERTY CYBER AND DATA EXCLUSION**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

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4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
- own or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be use, accessed, processed, transmitted or stored by a Computer System.

**H032 NOTICE TO ALL POLICYHOLDERS**

The following bodies are authorized to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at:

- (1) 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  
TEL NO.: 03-2272 2811  
FAX NO.: 03-2272 1577  
BUSINESS HOURS: Monday to Friday (8.30am to 5.30pm)  
WEBSITE: www ofs.org.my
- (2) PENGURUS  
CUSTOMER SERVICE BUREAU  
JABATAN PENGAWALAN INSURANS  
BANK NEGARA MALAYSIA  
JALAN DATO' ONN  
50480 KUALA LUMPUR  
TEL NO.: 03-2698 8044

**N001 SANCTION EXCLUSION CLAUSE**

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No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC).

**N202 SERVICE TAX CLAUSE**

In compliance with the implementation of Service Tax on 1 September 2018 ("Effective Date"), it is hereby declared that Tokio Marine Insurans (Malaysia) Berhad ("TMIM") is required to charge the Insured and the Insured is liable to pay TMIM the Service Tax due on policies commencing on and after the Effective Date and the pro-rated premium for the period of the Policy that spans over the Effective Date. The obligation of the Insured to pay Service Tax shall form part of the terms and conditions of the Policy.

**P003 STORM TEMPEST**

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**Excess Clause**

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said property by this Policies in the name of the Insured, or
- (b) RM200.00

whichever shall be the less, as ascertained after the application of any condition of average.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property.
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

**SPECIAL CONDITIONS**

- 1) The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
- 2) This endorsement does not extend the insurance under this Policy to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when

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this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.

(d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.

(e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

4) Unless specifically and separately insured this endorsement does not cover:-

(a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

(b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

**P05B EXPLOSION (INDUSTRIAL WITH BOILERS)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s)..... of) this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resultings from their explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

**SPECIAL CONDITIONS**

1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

For the purpose of this Condition, 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.

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 a loss or damage is covered shall be upon the Insured.

2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.

3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage

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is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

**P05C EXPLOSION (NON-INDUSTRIAL WITHOUT BOILERS)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s)..... of) this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resultings from their explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

**SPECIAL CONDITIONS**

- 1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

For the purpose of this Condition, 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.

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 a loss or damage is covered shall be upon the Insured.

- 2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- 3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

**P06B IMPACT DAMAGE (INCLUDING INSURED'S OWN VEHICLES)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles



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held as stock), railway locomotives and/or rolling stocks, animals including any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

**P07A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDINGS EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE))**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:-

- a) loss or damage caused whilst the premises are untenanted.
- b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- c) the first RM1,000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- 1) The liability of the Company shall in no case under this endorsement exceed the sum insured by each item of the policy.
- 2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.
- 3) The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

Subject otherwise to the terms and conditions of the policy.

**P07B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:-

- a) loss or damage caused whilst the premises are untenanted.
- b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.

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c) the first RM1,000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- 1) The liability of the Company shall in no case under this endorsement exceed the sum insured by each item of the policy.
- 2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.
- 3) The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

Subject otherwise to the terms and conditions of the policy.

**P08B ELECTRICAL INSTALLATIONS CLAUSE (B)**

Loss or damage by fire to the electrical appliances and installation insured by (Item(s)... of) this Policy arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the policy.

**P12B RIOT STRIKE AND MALICIOUS DAMAGE**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under\* this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to 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 6 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 willful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
- 4) The action of any lawfully constituted authority in preventing or