

Great Eastern General Insurance (Malaysia) Berhad (102249-P)

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03-4259 8888 Fax: 03-4813 0055 Website: www.greateasterngeneral.com
Customer Service Careline: 1300 1300 88



ALL RISKS POLICY

STAMP DUTY PAID

WHEREAS the Insured named in the Schedule hereto has by a proposal which the Insured has agreed shall form the contract this insurance and be held as incorporated herein has applied to GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD, (hereinafter called the Company) for the Indemnity hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed hereon if during the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this policy, the Property or any part thereof be lost or damaged by any accident while in the Situation then the Company will by payment, reinstatement or repair at the option of the Company indemnify the Insured against such loss or damage.

Our Agreement

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

PROVISOS

PROVIDED ALWAYS that the liability of the Company under this Policy shall not exceed:

- a) In respect of property described in any one item in the Schedule hereto the sum set opposite thereto.
- b) In respect of all loss or damage sustained during one Period of Insurance the Total Sum Insured.

PROVIDED FURTHER that the due observance and fulfilment of the terms, conditions and endorsements of this Policy shall be conditions precedent to any liability of the Company to make any payments under this Policy.

EXCEPTIONS

The Indemnity granted by this Policy shall not apply to nor include:

- a. Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion, earthquake or volcanic eruption.
- b. Loss by confiscation or detention by Customs House or other Officials or Authorities.
- c. Loss or damage arising from wear and tear, depreciation, gradual deterioration, atmospheric conditions, moth vermin or from any process of cleaning, repairing or restoring any article.
- d. Breakage of tortoiseshell, glass, lenses, earthenware or other brittle substances not due to fire or thieves.
- e. Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheque, money, medals, coins, stamps or other documents of value.
- f. Mechanical or electrical breakdown or derangement.
- g. Consequential loss or legal liability whatsoever nature.
- h. (i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - i. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability or directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
 - j. Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance and loss of contract.
 - k. Loss or damage due to faulty design.
 - l. Unexplained loss, mysterious disappearance, or loss or shortage disclosed upon taking inventory.
 - m. Loss, damage or expense caused by or resulting from infidelity or any dishonest act on the part of the Insured or other party of interests, his or their employees or agents or any person or persons to whom the property may be entrusted (carriers for hire excepted.).
 - n. Loss or damage caused by any repairing, adjusting, servicing or maintenance operation unless fire or explosion ensues and then only for loss or damage by such ensuing fire or explosion.
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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 the Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. COMMENCEMENT OF COVER

This Insurance shall not commence until the Premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or Policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorised representative of the Company shall have been issued therefor.

2. NOTICES & ALTERATIONS

All notices required to be given by the Insured to the Company must be in writing addressed to the Company or its Agent, and notice or knowledge of anything relating to this policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the terms of the Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

3. RENEWAL OR CANCELLATION

The Company shall neither be bound to send any notice of renewal premium becoming due, nor to renew this Policy. The Insurance by this Policy may be cancelled at any time by registered letter from the Company to the Insured's last known address provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance.

4. PRECAUTIONS

The Insured shall take all reasonable precautions for the safety of the Property insured.

5. NOTICE OF CLAIM

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall immediately the same shall have come to his knowledge:

- (a) In case of theft loss give immediate notice to the police and take all practicable steps to cause the discovery and punishment of any guilty person and to trace and recover the property.
- (b) Give to the Company notice in writing and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed particulars and proofs as may be reasonably require.

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty days after the events.

6. SUBROGATION

The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required.

7. CONTRIBUTION

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. Each item of this Policy shall be separately subject to this condition.

8. ASSIGNMENT

No claim shall be recoverable hereunder if the benefit of the contract herein contained shall become vested in any person other than the Insured unless the written consent of the Company thereto be first obtained.

9. FALSE DECLARATION

If the proposal or declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.

10. ARBITRATION

If any difference shall arise between the Company and the Insured or any claimant under this Policy such difference shall be referred to a single arbitrator and the costs of the reference and award shall be in the discretion of the arbitrator. The making of an award in such reference shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any such difference.

11. NOTICE OF MATERIAL CHANGES

If at any time or from time 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 in writing to the Company and shall pay such additional premium as the Company may require.

12. ABANDONMENT OF CLAIM

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

THE FOLLOWING ENDORSEMENT, CLAUSES AND WARRANTY SHALL APPLY TO THE POLICY IF SPECIFIED IN THE SCHEDULE

C002 EXCESS CLAUSE

It is hereby declared and agreed that the insured shall be responsible for the first Malaysian Ringgit (as stated in the Schedule) known as 'Excess' in respect of each and every claim.

C004 THEFT BY DECEPTION (CHEATING) CLAUSE

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

Cheating as defined in the Penal Code is as follows:

"Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or commission caused or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

C005 CRIMINAL BREACH OF TRUST CLAUSE

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning on the definition of the offence of criminal breach of trust set out in the Panel Code.

Criminal breach of trust as defined in the Penal Code is as follows:

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

C011 PAYMENT ON ACCOUNT CLAUSE

It is 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.

C012 REINSTATEMENT OF LOSS CLAUSE

In the event of any claim sustainable under this Policy, the sum insured in respect of the item against which payment is made shall be reinstated from the date of loss upon payment of the appropriate additional premium to the Company until the expiry date of the Policy.

C013 REINSTATEMENT VALUE CLAUSE (EXCLUDING STOCK-IN-TRADE AND/OR MERCHANDISE)

In the event of the 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 insured had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage to such property by any 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 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 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.

C015 TEMPORARY STORAGE CLAUSE

The property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia.

PROVIDED THAT: -

- a) the period of temporary storage shall not exceed thirty (30) days.
- b) the liability of the Company is limited to 10% of the Total Sum Insured or RM500,000 whichever is 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.

C016 TEMPORARY REMOVAL CLAUSE (EXCLUDING STOCK)

The property insured under this Policy is covered (limited to 10% of the sum insured or RM500,000 whichever is lower) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the Republic of Singapore or Malaysia.

The amount recoverable under this extension in respect of the property so removed shall not exceed that 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:-

- a) motor vehicles and motor chassis
- b) property (other than machinery and plant) held by the Insured in trust.

C017 STRIKE, RIOT AND CIVIL COMMOTION ENDORSEMENT

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

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions

1. This insurance shall not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d. consequential loss or liability of any kind or description. Provided nevertheless that the Company is not relieved
2. The insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power

c. any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence, In any action, suit or other proceeding, where the Company allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden or proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Company on notice to that effect being given by registered post at the Insured's last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

C019 LOSS NOTIFICATION CLAUSE

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

C020 MALICIOUS DAMAGE ENDORSEMENT

It is hereby declared and agreed that this Policy extends to include malicious damage which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in condition 2 of the Special Conditions of the Strike, Riot and Civil Commotion Endorsement of the Policy.

C022 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.

C023 MISDESCRIPTION CLAUSE

This Insurance shall not be prejudiced by any alteration or misdescription of the interest insured. Notice is to be given to the Company immediately the Insured become aware of same and pay additional premium, if required from the date of the inception of the increase of risks.

C024 INCLUSION OF EARTHQUAKE OR VOLCANIC ERUPTION

It is hereby declared and agreed that the words "Earthquake or Volcanic Eruption" under Exceptions (a) of this Policy are hereby deleted.

C025 REMOVAL OF DEBRIS CLAUSE

This insurance includes the 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 this Policy destroyed or damaged by fire or by any 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 Five Hundred Thousand (RM500,000) 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 of 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.

C026 OTHER CONTENTS CLAUSE

It is agreed that the term 'Other Contents' whenever appeared in the Schedule is understood to include: -

- a) 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 document, manuscript or business book.
- c) patterns, models, moulds, plans and designs for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
- d) employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1,000 in respect of any one employee.

C029 LOADING AND UNLOADING CLAUSE

It is agreed that this Policy shall extend to cover loss and/or damage to the insured property arising out of and in course of loading or unloading operations from a stationery vehicle including delivery or collection of the load from or to the vehicle. Provided that the Company shall not be liable under this clause if the Insured is entitled to indemnity under any other insurance. Subject otherwise to the terms, exceptions and conditions of this Policy.

C032 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.

C039 SUBSIDENCE AND LANDSLIP EXTENSION

In consideration of the payment by the Insured the additional premium, it is hereby declared and agreed that this insurance shall extend to cover loss or damage to the insured property caused by subsidence, landslip or landslide.

C041 FULL THEFT ENDORSEMENT

It is hereby noted and agreed that this Policy is extended to cover loss or damage to the property insured due to theft not consequent upon actual, forcible and violent entry subject to the following exclusions: -

- a) The first amount as stated in the Schedule in respect of each and every loss
- b) unexplained or unaccountable losses or disappearances
- c) losses or shortage discovered upon inventory taking
- d) losses directly or indirectly arising from fraud or dishonesty of the Insured's employees, agents or servants
- e) shortage due to error or omission Subject otherwise to the terms, exceptions and conditions of this Policy.

C066 RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

C067 WAR AND CIVIL WAR EXCLUSION CLAUSE

This insurance does not cover any losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss. War, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military, or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. Losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above are also excluded. If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured in the event any portion of

C073 CAPITAL ADDITIONS CLAUSE

This insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to property (stock excluded) specified in the Policy hereof for an amount not exceeding 10% of the sum insured thereby or RM500,000 whichever is the less. It being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon, if any.

CLCL "PROPERTY DAMAGE" CLARIFICATION CLAUSE

It is hereby declared and agreed that property damage covered under this Policy shall mean actual physical damage to the item(s) insured. Physical damage to the item(s) insured shall not include loss or damage

1. to data or software, e.g. any detrimental change in data, software or computer programs caused by a deletion, corruption or deformation of the original structure. Notwithstanding this however, loss or damage to the data or software which is the direct consequence of actual physical damage to the item(s) insured shall be covered.
2. resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs of the item(s) insured. Consequently, any business interruption losses resulting from the above are not covered by this Policy.

CPWE PREMIUM WARRANTY ENDORSEMENT

It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Insurer 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 Insurer shall be entitled to the Pro Rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an Authorised Agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an Insurance Agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the Terms and Conditions of the Policy.

PY2E DATE RECOGNITION CLAUSE

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

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

1. correctly recognize any date as its true calendar date;
2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or

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

TECL TERRORISM EXCLUSION CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy does not cover any loss or damage or liability occasioned by or through or in consequence directly or indirectly of any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

GOVERNMENT TAX

Please be informed that the premiums on this policy are subject to the Government tax prevailing during the term of this policy.

Your obligation to pay the prevailing Government tax shall form part of the terms and conditions of Your insurance policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

LODGING COMPLAINTS AND GRIEVANCES

You may refer your complaint pertaining to any insurance related matters to our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services or BNMLINK / BNMTLELINK, Bank Negara Malaysia. The contact details of our Complaint Handling Unit: -

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur Telephone
No. : 03-42597828
Fax No. : 03-4813 0055
Email : GICare-MY@GreatEasternGeneral.com

OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If you are not satisfied with the respond or the decision of our Complaint Handling Unit, you may submit your complaint either to the Ombudsman for Financial Services (OFS) within 6 months from the date of our Complaint Handling Unit's final decision, or to BNMLINK/BNMTLELINK, Bank Negara Malaysia (BNM). Kindly check with our Complaint Handling Unit on the proper avenue for dealing with your complaint. The following are the contact details of OFS or BNM: -

OFS : Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Telephone No. : 03-2272 2811; Fax No.: 03-2272 1577

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Great Eastern General Insurance (Malaysia) Berhad (102249-P)

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 Customer Service Careline: 1300 1300 88


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Alor Setar	69 & 70, 1st Floor, Jalan Teluk Wanjah, 05200 Alor Setar, Kedah Tel: (04) 7346 515 Fax: (04) 7346 516
Klang	3rd Floor, No. 10, Jalan Tiara 2A, Bandar Baru Klang, 41150 Klang, Selangor Tel: (03) 3345 1027 Fax: (03) 3345 1029
Melaka	2-23, Jalan PM15, Plaza Mahkota, 75000 Melaka Tel: (06) 2843 297 Fax: (06) 2835 478
Kuantan	1st Floor, No. 25, Jalan Dato' Lim Hoe Lek, 25200 Kuantan, Pahang Tel: (09) 5162 849 Fax: (09) 5162 848
Seremban	103-2, Jalan Yam Tuan, 70000 Seremban, Negeri Sembilan Tel: (06) 7649 082 Fax: (06) 7616 178
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Kuching	No. 51, Level 3, Wisma Great Eastern, Lot 435, Section 54 KTL D, Travilion Commercial Centre, Jalan Padungan, 93100 Kuching, Sarawak Tel: (082) 420 197 Fax: (082) 248 072
Kota Kinabalu	Suite 6.3, Level 6, Wisma Great Eastern Life, No. 65, Jalan Gaya, 88000 Kota Kinabalu, Sabah Tel: (088) 235 636 Fax: (088) 248 879
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Servicing Offices / Pejabat Perkhidmatan Great Eastern General Insurance (Malaysia) Berhad (102249-P)

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Miri	3rd Floor, Lots 1260 & 1261, Block 10 M.C.L.D. Jalan Melayu, 98000 Miri, Sarawak Tel: (085) 421 299 Fax: (085) 433 276
Batu Pahat	4th Floor, 109, Jalan Rahmat, 83000 Batu Pahat, Johor Tel: (07) 4322 357 Fax: (07) 4322 359
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