

PUBLIC LIABILITY POLICY

STAMP DUTY PAID

STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

For Consumer Insurance Contract (Insurance wholly for purposes unrelated to the Insured's profession)

Whereas the Insured named in the Schedule hereto has applied to the Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the Schedule as consideration for such indemnity for the period of insurance stated in the Schedule and pursuant to the answers given in the Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and the Company. However, in the event of any pre-contractual misrepresentations made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

Whereas the Insured named in the Schedule hereto has applied to the Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the Schedule as consideration for such indemnity for the period of insurance stated in the Schedule and pursuant to the answers given in the Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and the Company. In the event of any pre-contractual misrepresentations made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of this contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of this contract of insurance.

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

NOW THIS POLICY WITNESSETH that subject to terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured against:

- A) All sums which the Insured shall become legally liable to pay in respect of:
- 1) accidental bodily injury (including death or illness to any person);
 - 2) accidental loss or damage to property

happening during the Period of Insurance and caused in the course of the Business/ Occupation within the Territorial Limits.

- B) All costs and expenses of litigation recovered from the Insured by any claimant or claimants
- C) All costs and expenses of litigation incurred with the written consent of the Company.

EXCEPTIONS

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

1. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
2. Liability in respect of injury to any person under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course of such person's employment or service with the Insured.
3. Liability in respect of 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, or adjoining the building or any structure under construction or repair by the Insured.
 - 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.
4. Liability in respect of injury or damage caused by or in connection with or arising from:-
 - a. The ownership or possession or use by or on behalf of the Insured of any animal, cycle, vehicle, locomotive, vessel of any kind, aircraft, lift, elevator, escalator, crane, hoist or other lifting machinery not specified in the Schedule.
 - b. Fire and explosion.
 - c. Earthquake, flood, fumes or water or land pollution.
 - d. Defective sanitary installation or poisoning of any kind or foreign or deleterious matter in food or drink.
5. Liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.
6. Liability for 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, strike, riot, civil commotion, military or usurped power.
7. Liability in respect of injury or damage caused by or in connection with the bursting of any steam boiler or other pressure vessel designed to operate under steam belonging to or under the control of the Insured.
8. Liability in respect of injury loss or damage caused by or through or in connection with
 - a. any advice or treatment given or prescribed or due to any professional error neglect or omission
 - b. any goods or containers supplied repaired altered or treated by the Insured.
9.
 - a. 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.
 - b. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
10. Liability in respect of any consequential loss or loss of profit of whatsoever kind.

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. 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 and Alterations

All notices required to be given by the Insured to the Company must be in writing addressed to the nearest Local Branch or Agency of the Company, and no alteration in the terms of this Policy, or any endorsement hereon will be held valid unless the same is signed or initialed by an authorised representative of the Company.

3. Renewal or Cancellation

The Company shall neither be bound to send any Notice of a Renewal Premium becoming due, nor to renew this Policy. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his 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. 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 mis-statement, 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.

5. Prevention of Accident

The Insured shall exercise reasonable care that only steady, sober and 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 the Factories Act (1973) and its amendments, the Building Control Act (1973) and its amendments, the Buildings and Common Property (Maintenance and Management) Act (1973) and its amendments, and all other relevant statutory requirements and by-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 therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

6. Notice of Accident

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 give notice thereof to the Company in writing with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any occurrence as aforesaid.

7. Conduct of Proceedings

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 defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim 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.

8. Discharge of Liability

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 Liability in respect of any one accident or the balance of such Limit of Liability 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.

9. Premium Adjustment

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 relative 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.

10. Contribution

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.

11. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.

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.

13. 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.

14. Observance of Terms

The due observance and fulfillment of the terms, provisions, conditions and endorsements 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.

WARRANTIES/CLAUSES/ENDORSEMENTS applicable only if stated in The Policy Schedule

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 this Policy.

C001: PRODUCT LIABILITY EXCLUSION CLAUSE

"This Policy does not cover liability for bodily injury or damage to property arising (after they have ceased to be in the possession or under the control of the Insured) out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured."

C002: JURISDICTION CLAUSE

It is understood and agreed that the indemnity provided herein shall not apply to:-

- a. compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within Malaysia.
- b. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

C003: GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE

It is hereby declared and agreed that the Indemnity expressed in this Policy shall not apply to or include:

- 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 Policy shall cover liability otherwise excludes under paragraphs (a) above which is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place.

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 and acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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

C004: TEMPORARY VISITS OVERSEAS CLAUSE

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured as within defined in respect of business trips not involving manual work worldwide (excluding USA and Canada) by Directors or Senior Employees and/or Employees of the Insured, but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle. Provided however the compensation for such damages must be delivered or obtained from a court of competent jurisdiction within Malaysia.

C005: 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.

C006: ALTERATIONS AND REPAIRS CLAUSE

It is hereby declared and agreed that workmen are allowed on or about the Insured's Premises to carry out occasional minor alterations and repairs, but excluding all alterations and repairs undertaken under any expressed agreement and/or contract, without prejudice to the terms of this Policy.

C007: FLOOD, FUMES OR WATER POLLUTION CLAUSE

It is hereby declared and agreed that the words "Flood, Fumes and Water Pollution" appearing in Exceptions 4(c) of the Policy are deemed to be deleted, provided that legal liability for third party bodily injury or property damage is caused by sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the period of insurance.

It is further noted and agreed that this extension excludes cost of removing, nullifying, cleaning up, penalties, punitive or exemplary damage.

C008: NEON/ADVERTISING SIGN CLAUSE

It is hereby declared and agreed that the indemnity granted under this Policy shall extend to include liability arising out of the ownership of Neon/Advertising Signs.

C009: CONTRACTORS AND/OR SUB-CONTRACTORS CLAUSE

The indemnity granted by this Policy is extended to indemnify the Insured in respect of contracts for work incidental to the Insured's business undertaken by Contractors and/or Sub-contractors on the Insured's behalf provided that:-

- a) if at the time of accident, the subject of indemnity by this extension there shall exist any other insurance applicable to this extension, no indemnity shall be granted by this Policy except for such amount which is in excess of such other indemnity.
- b) under no circumstances shall the total liability of the Company under this Policy, inclusive of this extension exceed the sum mentioned in the Policy Schedule as the limit of liability of the Company.

C010: CANTEEN CLAUSE

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured arising out of the operation of Canteen, provided that the Company's liability shall not exceed the Limit of Liability stated in the Policy.

C011: DEFECTIVE SANITARY INSTALLATION CLAUSE

It is hereby declared and agreed that the words "defective sanitary installation" in Exceptions 4(d) of this Policy are deemed to be deleted and the Company shall indemnify the Insured's legal liability in such respect.

C012: WORK AWAY RISKS CLAUSE

This Policy is extended to cover the Insured's legal liability as within defined in respect of accidents arising out of the engagement of the actual progress of work undertaken by the Insured or the persons in the service of the Insured in course of the Business within the Territorial Limits of Malaysia but away from the defined Premises.

C013: FOOD AND DRINKS POISONING CLAUSE

It is hereby declared and agreed that this Policy shall extend to indemnify the Insured against all sums for which the Insured shall become legally liable to pay as compensation in respect of death or bodily injury including illness caused by or arising out of deleterious matter in food or drinks supplied by the Insured at the Premises mentioned in the Schedule.

Provided that the liability of the Company in this respect shall not exceed the amount stated in the Schedule

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

C014: STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

It is hereby declared and agreed that the words "strike, riot and civil commotion" in Exceptions 6 of this Policy are deemed to be deleted and the Company shall indemnify the Insured in such respect.

C016: FIRE AND EXPLOSION CLAUSE

It is hereby declared and agreed that the words "fire and explosion" in Exceptions 4(b) of this Policy are deemed to be deleted and the Company shall indemnify the Insured in such respect.

C017: FALSE ARREST IMPRISONMENT CLAUSE

It is hereby declared and agreed that 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 arising out of false arrest, false imprisonment, wrongful eviction, assault, batter, wrongful detention, prosecution and humiliation provided such act are not wilful.

C018: CROSS LIABILITY CLAUSE

It is hereby understood and agreed that for the purpose of this insurance, 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 the said party and the Company hereby agrees to waive all rights or subrogation or action which the Company may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

C019: WORLDWIDE EXTENSION 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 Executives whilst engaged in the Insured's business anywhere in the world (excluding USA and Canada).

Provided always that the liability of the Company under this extension shall not exceed the limit of liability granted under this Policy and the compensation for such damages must be delivered or obtained from a court of competent jurisdiction within Malaysia.

C020: SPRINKLER LEAKAGE DAMAGE ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured arising from loss of or damage to property belonging to the Insured's guests whilst contained in the premises caused by sprinkler leakage.

C021: INDEMNITY TO DIRECTORS AND/OR EXECUTIVES

If any legal liability claim is made upon any Director and/or Executive of the Insured and the claim is such that if made upon the Insured, the Insured would be liable under this Policy, the Company will in the terms of 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 indemnify 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 arises 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, exceptions, limitations and conditions of this Policy insofar 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 Limit of Liability beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

C022: TENANT'S LIABILITY CLAUSE

Notwithstanding anything herein contained in Exceptions 3, the indemnity expressed in the within Policy shall extend to cover the Insured's legal liability for damage caused by or resulting from fire and explosion:-

- a) to any building or part thereof not belonging to but whilst under the occupation of the Insured.
- b) to the contents of the aforesaid building or part hereof not belonging to but in the charge or under the control of the Insured but in no case is the Insured's legal liability as bailee included.

C023: FIRST AID FACILITIES CLAUSE

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 members of the medical profession or any employees or voluntary worker of any hospital or ambulance organisation.

C121: ASBESTOS EXCLUSION CLAUSE

- A. This insurance does not apply to Injury to any person or Damage to property arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Asbestos.
- B. This insurance does not apply to any loss, cost or expense arising out of any :
 1. request, demand, order or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Asbestos; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damaged because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Asbestos.

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

C122: 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 this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

C130: PROFESSIONAL LIABILITY EXCLUSION CLAUSE

The Company shall not be liable in respect of claims arising out of the rendering or failing to render professional service or advice, whether or not that service or advice is ordinary to the Insured's Business, regardless of whether a claim or suit is brought by a client or any other person or organisation.

TECL: TERRORISM EXCLUSION CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy does not cover any Injury 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.

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

CY2E: DATE RECOGNITION CLAUSE

It is hereby noted and agreed that this Policy is further subject to the following clause : -

- A. The Company shall not be liable in respect of Injury or Damage 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 and any electronic or computer systems, hardware, software or peripherals by whatsoever names called (whether the lost or damaged property belongs to the Insured or not, and whether the Injury or Damage occurs before, during or after the year 2000) 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 data other than its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company shall not be liable in respect of 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 shall not be liable in respect of Injury or Damage 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 shall not be liable in respect of any consequential loss resulting from any inability or continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date regardless of whether the lost or damaged property has been replaced and repaired.

Such Injury or Damage 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.

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

SANC: SANCTION LIMITATION AND EXCLUSION CLAUSE

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.

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

GOVERNMENT TAX

Important Notice :

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.

NOTICE TO ALL POLICYHOLDERS **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 of 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. : 03-4259 7828

Fax No. : 03-4813 2737

GI Care Email : gicare-my@greasterngeneral.com

OMBUDSMAN OF 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 of 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

BNM : Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre)
Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.

Contact Centre (BNMTLELINK) Corporate Communication Department, Bank Negara Malaysia
P.O. Box 10922, 50929 Kuala Lumpur.

Telephone No. : 1-300-88-5465; (Overseas: 603-2174-1717);

Fax No. : 03-2174-1515

Email : bnmtlelink@bnm.gov.my