

FIRE POLICY

IN CONSIDERATION of the Insured named in the Schedule hereto paying to **MAYBAN GENERAL ASSURANCE BERHAD** (hereinafter called the "Company") the Premium mentioned in the said Schedule.

THE COMPANY AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by **FIRE** or **LIGHTNING** during the Period of Insurance stated in the Schedule 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 Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

- | | | |
|---------------------------|----|--|
| MISDESCRIPTION | 1. | If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission. |
| PAYMENT OF PREMIUM | 2. | No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured. |
| OTHER INSURANCES | 3. | The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited. |
| FALLEN BUILDINGS | 4. | <p>All Insurance under this Policy</p> <p>(1) on any building or part of any building,</p> <p>(2) on any property contained in any building,</p> <p>(3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement:</p> <p>(a) of such building or of any part thereof,</p> <p>(b) of the whole or any part of any range of buildings or of any structure of which such building forms part,</p> |

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is insured by this Policy or would be insured if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

- | | | |
|------------------------|------|--|
| EXCLUDED RISKS | 5(1) | <p>This Insurance does not cover:</p> <p>(a) Loss by theft during or after the occurrence of a fire.</p> <p>(b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)] or by its undergoing any heating or drying process.</p> <p>(c) Loss or damage occasioned by or through or in consequence of:</p> <p>(1) The burning of property by order of any public authority</p> <p>(2) Subterranean Fire</p> <p>(d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.</p> |
| | 5(2) | This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(2) only combustion shall include any self-sustaining process of nuclear fission. |
| EXCLUDED PERILS | 6. | <p>This Insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-</p> <p>(a) Earthquake, volcanic eruption or other convulsion of nature</p> <p>(b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.</p> <p>(c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.</p> <p>(d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.</p> <p>(e) any act of terrorism.</p> |

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."

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

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

- | | | |
|---|----|--|
| POLLUTION / CONTAMINATION CLAUSE | 7. | <p>This Insurance does not cover any liability for:</p> <p>Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:</p> <p>(i) pollution or contamination which itself results from a contingency hereby insured against.</p> <p>(ii) any contingency hereby insured against which itself results from pollution or contamination</p> |
|---|----|--|

| | |
|---------------------------------|---|
| GENERAL EXCLUSIONS | <p>8. Unless otherwise expressly stated in the Policy this Insurance does not cover:</p> <ul style="list-style-type: none"> (a) Goods held in trust or on commission. (b) Bullion or unset precious stones. (c) Any curiosity or work of art for an amount exceeding RM500/- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds. (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records. (f) Coal, against loss or damage occasioned by its own spontaneous combustion. (g) Explosives. (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy. (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire. |
| ALTERATIONS AND REMOVALS | <p>9. Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:</p> <ul style="list-style-type: none"> (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire. (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days. (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured. (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law. (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued. |
| MARINE CLAUSE | <p>10. This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.</p> |
| CANCELLATION | <p>11. This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment. The amount to be refunded upon termination of the Policy shall be subject to the minimum premium to be retained by the Company.</p> |
| LOSS NOTIFICATION | <p>12. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.</p> <ul style="list-style-type: none"> (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind. (b) Particulars of all other Insurances, if any. <p>The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.</p> <p>No claim under this Policy shall be payable unless the terms of this Condition have been complied with.</p> |
| EXTENSIONS | <p>13. The Insurance under this Policy extends to include:-</p> <ul style="list-style-type: none"> (a) wages of the Insured's employees other than full-time members of a Works Fire Brigade. (b) the cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured. (c) Fire Brigade charges. <p>Provided always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property.</p> |
| RIGHT OF ENTRY | <p>14. On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-</p> <ul style="list-style-type: none"> (a) Enter and take and keep possession of the building or premises where the loss or damage has happened. (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage. (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same. (d) Sell any such property or dispose of the same for account of whom it may concern. <p>The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.</p> <p>If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.</p> <p>The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.</p> |
| FORFEITURE | <p>15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 22 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.</p> |
| REINSTATEMENT | <p>16. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the Sum Insured by the Company thereon.</p> <p>If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.</p> <p>If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.</p> |

| | | |
|------------------------------|-----|---|
| MARKET VALUE | 17. | <p>In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay the insured value or the 'market value' of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the Policy. For the purpose of this condition, the term 'market value' shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.</p> <p>The 'Market Value' of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss</p> <p>In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act 1996 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Insurance Act 1996 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.</p> |
| SUBROGATION | 18. | The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company. |
| CONTRIBUTION | 19. | If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. |
| AVERAGE | 20. | If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition. |
| REINSTATEMENT OF LOSS | 21. | In the event of a loss, the Insurance hereunder shall be maintained in force for the full Sum Insured and the insured shall be liable to pay an additional premium at the rate stated on the Policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current Period of Insurance. |
| ARBITRATION | 22. | If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. |
| LIMITATION | 23. | In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. |
| NOTICE | 24. | Every notice and other communication to the Company required by these Conditions must be written or printed. |
| CONTRACT | 25. | This Policy and the Schedule herein 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 said Schedule shall bear such meaning wherever it may appear. |

THIS POLICY IS SUBJECT TO THE FOLLOWING WARRANTY:

W026 PREMIUM WARRANTY:

It is fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by Insurer within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Policy.

If this condition is not complied with then this Contract of Insurance is automatically cancelled and the Insurer shall be entitled to the pro rata premium on 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 purpose of this Warranty and the onus of proving that the premium payable was received by a person, including an agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this Policy.

W03A STORAGE OF HAZARDOUS GOOD WARRANTY A (WITH EFFECT FROM 1.07.2000)

Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to the limit of quantities stated below, namely :-

- | | |
|--|---|
| (i) All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93°C (200°F) | 3600 litres (800 gallons) |
| (ii) All liquids including petrol giving off flammable vapour with flashpoint below 38°C (100°F) | 900 litres (200 gallons) |
| (iii) Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, etc, and active materials such as magnesium, sodium, etc. | 30kg or 4 cases or cartons whichever is higher. |

THE FOLLOWING CLAUSES / PERIL ARE NOT INCLUDED IN THE POLICY UNLESS STATED IN THE SCHEDULE.

C06A MORTGAGEE (CHARGE) CLAUSE I

Loss, if any, payable to as Mortgagee (Charge) as interest may appear in this Insurance, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act of neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Charge) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Charge) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Charge) to the extent of such payment but not so as to impair the right of the said Mortgagee (Charge) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or any other party or parties insured hereunder or from any securities or funds available.

Non-Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the Insured except upon prior notification to the Mortgagee (Charge) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Charge).

Note: When the interest is that of Chargee or Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

C008 FOUNDATION EXCLUSION

The Insurance of Building(s) excludes that part of any building below the under *surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

Note 1: * "upper" may be substituted for "under"

Note 2: The words in brackets may be omitted

C015 AUTOMATIC RENEWAL CLAUSE

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

C016 REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 16 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items Nos of) 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 costs 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 dispatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (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 has 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 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 insured by any other Insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

C045 PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage insured under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:- *

A. Loss of or damage to the data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to the substance of property, shall be insured.

- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

C42A DATE RECOGNITION (for Fire Insurance Policy Only)

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 caused by, consisting of, or arising from, the failure of 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 2001 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 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 alter 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 any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any device, 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 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.

| | |
|---------------|---|
| Saving Clause | This Endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an Insured peril as defined in the Policy. |
|---------------|---|

Subject otherwise to the terms and conditions of the Policy.

C060 BUILDINGS IN COURSE OF CONSTRUCTION CLAUSE

"In consideration of the premium (under item of) the Policy, the Insured hereby agrees to insured throughout the period of operations on the site the total estimated completed value of the building(s).

If it should become apparent that the Sum Insured (under item) or the period of cover is either insufficient or excessive, the Insured shall immediately request the Company to adjust such Sum Insured or period. In the event of the Company agreeing to such an adjustment, premium (under item) shall then be recalculated as from the commencement date of the Policy and an appropriate adjustment of the premium shall be made.

Provided that if, at the breaking out of any fire the total estimated completed value of the property is greater than the Sum Insured thereon, then the Insured shall, notwithstanding any subsequent increase in the Sum Insured be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

The liability of the Company under this Policy shall in no case exceed the value at the time of the fire of the part of the building already erected and materials on site.

"Warranted that notice shall be given to the Company when the building(s) under construction are occupied and that the Insured shall pay a suitable additional premium if required."

C047 RADIOACTIVE / NUCLEAR ENERGY RISK 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. ionizing radiations from or contamination by radioactivity 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.

THE SCHEDULE

PLEASE AFFIX THE SCHEDULE HERE

IMPORTANT NOTICE

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

PROCEDURE FOR COMPLAINT TO FMB

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

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

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

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

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

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

FINANCIAL MEDIATION BUREAU (FMB)

Tingkat 25, No. 4

Jalan Sultan Sulaiman

50000 Kuala Lumpur.

Tel : 03 - 2272 2811

Fax : 03 - 2274 5752

Website : www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

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

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

The contact details are as follows:

The Manager

CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department

Bank Negara Malaysia

P. O. Box 10922

50929 Kuala Lumpur

Tel : 03 - 2698 8044

Ext. 7646, 7793, 7466

Fax : 03 - 2691 2990

OUR COMMITMENT TO HIGH STANDARD OF CUSTOMER SERVICE

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

The address is:

Head Feedback Centre, 19th Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to: **03-2710 2463**

GENERAL PROVISIO

Sharing of Information Within Maybank Group

The Policyholder consents to all information provided to the Company to be used within the Group for the purpose of providing financial services. This clause is applicable to Maybank Group Customer's only.

Mayban General Assurance Berhad (4157-A)

Level 19, Tower C, Dataran Maybank, No.1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia.

G.P.O. Box 12412, 50776 Kuala Lumpur. Tel: 603-2297 1888 Fax: 603-22971800 <http://www.maybank2u.com.my>