
ALL RISKS (PERSONAL EFFECTS) POLICY

If during the Period of Insurance the Property described in the Schedule or any part of it is lost destroyed or damaged by ANY ACCIDENT OR MISFORTUNE whilst within the Territorial Limits the Insurer will indemnify the Insured by at their option repairing replacing or paying the amount of the loss destruction or damage.

The Insurer's liability in respect of any item shall not exceed the Sum Insured for such item.

Territorial Limits

- a) Malaysia and Singapore
and
- b) Elsewhere in the world during temporary visits

EXCEPTIONS

The Insurers shall not be liable for loss destruction or damage.

1. caused by or happening through
 - a) vermin insects mildew wear and tear depreciation or other deterioration or any process of repairing restoring or renovating.
 - b) civil commotion assuming the proportions of or amounting to a popular rising.
 - c) confiscation detention nationalisation requisition or wilful destruction by any government public municipal local or customs authority.
 - d) mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which the insured is entitled to indemnity under this Section.
2. directly or indirectly caused by or contributed to by or arising from
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - b) mutiny military rising insurrection rebellion revolution military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards 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 Insurer allege that 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. directly or indirectly caused by or contributed to by or arising from
 - a) consequential or indirect loss or damage of any kind or description whatsoever.
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

PROVIDED nevertheless that the Insurer are not relieved under (b) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

4. Occurring to unaccompanied items unless the loss or damage occurs at the Insured's usual place of residence or elsewhere where the Insured or members of his family reside temporarily or otherwise.

CONDITIONS

1. 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.
2. The observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Insurers.
4. The Insured shall take all reasonable precautions for the safety of the Property.
5. If any event giving rise or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall
 - (a) give notice in writing to the Insurers as soon as possible
 - (b) take immediate steps to minimise the damage and recover any missing Property
 - (c) give immediate notice to the police if the claim be for loss or theft
6. If the loss destruction or damage is covered by any other insurance the Insurers shall not pay more than their rateable proportion.
7. The Insured shall give all reasonable assistance to the Insurers in dealing with any claim and shall permit the Insurers at their own expense. To take all necessary, steps for enforcing any right against any other party. In the name of the insured before or after meeting the Insured's claim.
8. Whenever a Sum Insured is declared to be Subject to Average if the property covered thereby shall at the time of any loss destruction or damage be collectively of greater value than such Sum Insured then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.
9. This Policy may be cancelled by the Insurers sending seven days' notice by registered letter to the last known address of the Insured.
10. 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 and their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurers. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator Arbitrators or Umpire. If the Insurers 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 abandoned and shall not thereafter be recoverable hereunder.
11. The Agents of the Insurers shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the insurers nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the Agent it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Insurers under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

N.B. For your own protection please read this Policy and its Conditions and if the Policy be not filled in correctly or according to your intention return same to the office for alteration.

ENDORSEMENT/CLAUSES/WARRANTIES
(Not Included in the Policy unless specified in the Schedule)

HIRE PURCHASE ENDORSEMENT

It is hereby understood and agreed that the firm specified in the Schedule against this endorsement (herein after referred to as the Owners) are the owners of the insured property and that the insured property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Section shall be made to the Owners as long as they are owners of the insured property and their receipt shall be a full and final discharge to the Insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Section is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Section. It is lastly understood and agreed that the Insured shall not assign his right benefits and claims under this Section without the prior consent in writing of the Insurer.

REINSTATEMENT OF LOSS

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of sum loss to the expiry of the current period of insurance, it is agreed that in the event of loss the Insurer hereunder shall maintain in force the full sum insured.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/ endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company 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 Company.

Subject otherwise to the terms and conditions of this Policy.

MARKET VALUE CLAUSE

It is hereby understood and agreed that in event of a loss to the property insured herein, the limit of indemnity of the Company shall be 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 clause, 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.

The Market Value of the insured property shall for the purpose of this clause be determined by 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. 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, 1963 or Registered Valuer under 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, 1963 or Registered Valuer under the Valuers and Appraiser Act, 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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