



<b>STAMP DUTY PAID</b>
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## Machinery Breakdown Policy

**WHEREAS** the Insured named in the Schedule hereto has made to **Etiqa General Insurance Berhad** (hereinafter referred to as the Company) a written proposal by completing a questionnaire and/or other statements made in writing and/or submission of insurance related documents by the Insured for the purpose of this Policy, is deemed to be incorporated herein.

**NOW THIS POLICY OF INSURANCE** witnesses that, subject to the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon.

**THE COMPANY HEREBY AGREES** with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing, apart on account of centrifugal force, short-circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

**THE COMPANY WILL INDEMNIFY** the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company's option) up to an amount not exceeding in anyone year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

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

### Exclusions

The Company shall not be liable for

- 1) the deductible stated in the Schedule to be borne by the Insured in anyone occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- 2) loss of or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
- 3) loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
- 4) loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

- 5) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;
- 6) loss or damage arising out of the willful act or gross negligence of the Insured or his representatives;
- 7) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or person acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;
- 8) any consequence of nuclear reaction, nuclear radiation or radioactive contamination;
- 9) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, rust, boiler scale);
- 10) consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein;

In any action, suit or other proceeding where the Company allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

## Conditions

- 1) The due observance and fulfillment of the terms 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 answer in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
- 2) The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the Schedule. 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 meaning wherever it may appear.
- 3) The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
- 4)
  - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.'
  - b) The Insured shall immediately notify the Company by facsimile and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Company.
- 5) In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
  - (a) immediately notify the Company by telephone or facsimile as well as in writing, giving an indication as to the nature and extent of the loss or damage;
  - (b) take all reasonable steps within his power to minimize the extent of the loss or damage;

- (c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
- (d) furnish all such information and documentary evidence as the Company may require;

The Company shall on no account be liable for loss or damage of which no notice has been received by the Company within 14 days of its occurrence. Upon notification being given to the Company under this condition, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company's consent.

- 6) 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 required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
- 7) If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference 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 to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
- 8) The Company shall be entitled to withhold indemnification
  - (a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
  - (b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.
- 9) a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Company shall not be liable to make any payment hereunder.  
  
b) in the event of the Company disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
- 10) If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
- 11) This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Company by seven days notice to that effect being given to the Insured, in which case the Company will

be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred.

12) The Company shall not be liable to pay interest other than interest for default.

## Provisions

### Memo 1 - Sum Insured

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind and capacity, which means its cost of replacement including, e.g., freight, dues and custom duties, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

### Memo 2 - Basis of Indemnity

(a) In cases where damage to an insured item can be repaired - the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of service ability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

(b) In cases where an insured item is destroyed - the Company shall pay the actual value of the item immediately before the occurrence of the loss including charges for ordinary freight, cost of erection and customs duties. If any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

The cost of any alterations, additional, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place as the case may be.

## Clauses

The following Clauses are applicable to this Policy:

### 1) Premium Warranty

It is 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 policy.

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 authorized agent of the insurer, the payment shall be deemed to be received by the insurer for the purpose of this warranty and onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

### 2) Property Damage Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the substance 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 it caused by a deletion a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- a) Loss of or damage to data of software, in particular 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 of or damage to data or software in the direct consequence of insured physical damage to the substance of property shall be covered.

- 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.

### 3) Theft by Deception 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 omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

**4) Property Electronic Data And Internet Endorsement**

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, riot otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2 or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.

**5) Date Recognition Clause**

It is noted and agreed that 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 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 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 and above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

**6) Institute Cyber Attack Exclusion (CL380) 10/11/03**

6.1 Subject only to clause 6.2 below, in no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

6.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 6.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**7) Exclusion of Terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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.

This endorsement also excludes loss, damage, cost or expense 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 any act of terrorism.

If the insurers 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 assured.

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

**8) Total Asbestos Exclusions**

It is hereby understood and agreed that this contract shall not cover any actual or alleged liability whatsoever for any claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

**9) Jurisdiction Clause**

This policy shall be governed by and construed in accordance with Malaysia Law. The Insurers and the Insured agree that the Courts of Malaysia shall have the sole jurisdiction over any legal action or proceeding arising out of or in connection with this policy, including but not limited to the execution, interruption and compliance with this policy, and that any final order or judgment of such courts shall be conclusive. The Insurers hereby waive any objection to proceeding in such courts on the grounds that the proceedings have been brought in an inconvenient forum.

**General Provision**

**Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism**

If we discover, or have justified suspicion, that the Policy is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Policy immediately. We shall deal with all premiums paid and all benefits or sums payable in respect of the Policy in any manner which we deem appropriate, including but not limited to handling it over to the relevant authorities.

## Complaint Procedures

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit  
 Etiqa General Insurance Berhad (9557-T)  
 Level 5, Tower B, Dataran Maybank  
 No. 1, Jalan Maarof  
 59000 Kuala Lumpur, Malaysia;  
 Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)  
 Facsimile Number: +603 2785 3093  
 E-mail: [cmu@etiqa.com.my](mailto:cmu@etiqa.com.my)

We assure you that your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### Procedure for Complaint to OFS

If you feel that our service to you needs improvement, please let Us have your feedback by contacting us by post at:

#### Complaint Management Unit

Etiqa General Insurance Berhad (9557-T)  
 Level 5, Tower B, Dataran Maybank  
 No. 1, Jalan Maarof  
 59000 Kuala Lumpur, Malaysia;  
 Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)  
 Facsimile Number: +603 2785 3093      E-mail: [cmu@etiqa.com.my](mailto:cmu@etiqa.com.my)

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa General Insurance Berhad to a dispute, or Etiqa General Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

- Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)
- Facsimile Number : +603 2272 1577
- Postal address : Chief Executive Officer  
 Ombudsman for Financial Services  
 (Formerly known as Financial Mediation Bureau)  
 Level 14, Main Block  
 Menara Takaful Malaysia  
 No.4, Jalan Sultan Sulaiman  
 50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa General Insurance Berhad should they be dissatisfied with the outcome by the OFS.