



# Comprehensive General Liability Policy

**WE ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD (735426-V)** (hereinafter referred to as "the Company") hereby agree, in consideration of the payment of premium to the Company and a proposal made by the **Named Insured** which shall be the basis of this contract and is deemed to be incorporated herein, to insure against loss damage liability or expense to the extent and in the manner herein provided.

This Policy and the Policy Schedule annexed hereto shall be read together as one contract and any word or phrase that appears in bold face have the special meanings set forth in Clause 3. Words that appear in the singular include the plural and vice versa.

## 1. Insuring Agreement

To indemnify the Insured as stated in the Policy Schedule for all sums which the Insured become legally liable to pay as damages including claimant's costs and expenses but up to the Limit of Indemnity stated in the Policy Schedule in respect of **Bodily injury or Property damage** occurring during the Period of indemnity as stated in the Policy Schedule and caused by an **Occurrence** in connection with the business of the **Named Insured** as stated in the Policy Schedule.

The Indemnity provided herein shall only apply to **Bodily injury or Property damage** sustained in the territorial limits specified in the Policy Schedule.

In addition to damages to which this Policy applies, the Company will indemnify the **Insured** for those sums which the Insured shall pay as **Costs charges and expenses** with respect to any claim seeking such damages. The Limit of Indemnity stated in the Policy Schedule is inclusive of **Costs charges and expenses** and, therefore, the Limits of Indemnity available for damages shall be reduced by any amount that the Company pays to indemnify for **Costs charges and expenses** or that the Company incurs on behalf of the **Insured** as **Costs charges and expenses**.

## 2. Choice of Law Clause

It is hereby declared and agreed that the Company shall not be liable to pay for :

- i) compensation for damages in respect of judgement not in the first instance delivered or obtained from a court competent jurisdiction within Malaysia; and
- ii) cost and expenses of litigation recovered by any claimant from the **Insured** which are not incurred in and recoverable in Malaysia.

## 3. Definitions

- i) **Aircraft** means any heavier than air or lighter than air aircraft designed to transport any person or property, missile, spacecraft or hovercraft.
- ii) **Bodily injury** means bodily injury or disease including death resulting therefrom (and including damages allowed for loss of services) accidentally sustained by any person by reason of the **Named Insured's** business stated in the Policy Schedule forming part of this Policy.

iii) **Costs charges and expenses** means all reasonable and necessary legal fees and other expenses incurred by the **Insured** in accordance with Clause 2 of the General Conditions herein or with the written consent of the Company in the investigation, adjustment, settlement or defense of any claim or suit to which the indemnity expressed in this Policy applies but excluding all salaries of the **Insured's** employees, officers and directors, and office expense. Any such fees and expenses incurred by the Company on behalf of the **Insured** shall be deemed incurred by the **Insured**.

iv) **Employee benefits** include Group Life Insurance, Group Health Insurance, Profit-Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Worker Compensation, Unemployment Insurance, Social Security and Disability Benefits Insurance.

## v) Insured

Each of the following is acknowledge as an **Insured** under this Policy to the extent set forth below :

- a) if the named **Insured** is designated in the Policy Schedule as an individual, the person so designated;
- b) if the named **Insured** is designated in the Policy Schedule as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- c) if the named **Insured** is designated in the Policy Schedule as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

vi) **Named Insured** means the proposer of this insurance who is first named as the **Insured** in the Policy Schedule.

vii) **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition which results in **Bodily injury or Property damage**.

## viii) Principal's existing property :

- a) means other property owned by Principal which does not constitute part of the **Named Insured's** scope of work and/or,
- b) part of the work which the Principal has taken possession and/or assumed custody and control pursuant to certificate of completion subject to works of the Principal is no longer worked upon by the **Named Insured**.

Notwithstanding a) or/and b) above, the Company shall not be liable under this clause for **Property damage** to works performed by or on behalf of the **Named Insured**.

ix) **Property damage** means physical loss of or direct damage to or destruction of tangible property, including the loss of use thereof, provided such loss of use is caused by an **Occurrence** during the Period of Indemnity and such losses being accidentally sustained by reason of the **Named Insured's** business stated in the Policy Schedule forming part of this Policy.

x) **Watercraft** means any ship or vessel of whatever type, whether self-propelled or not, including but not limited to cargo vessels, passenger vessels, other vessels used for transport, towboats, barges, storage vessels, tanker vessels and drill ships.

#### 4. Exclusions

This Policy does not apply to any liability or claim

- 1) for **Bodily injury** sustained by any person arising out of and in the course of his/her employment by the **Insured** including without limitation "borrowed employees" of the **Insured** or to any person arising out of and in the course of his/her employment or participation in the performance of a contract with the **Insured** the primary purpose of which is the provision of labour only;
- 2) arising out of any act or omission of the **Insured** or any other person or entity for whose acts or omission the **Insured** is legally liable in respect of the **Insured's Employee benefits**;
- 3) for **Property damage** to property owned by the **Insured** occupied or rented to the **Insured** or in the **Insured's** care, custody and control;
- 4) for **Bodily injury** or **Property damage** caused by the ownership or operation by or on behalf of the **Insured** of any mechanically propelled vehicle trailer or semi-trailer for which insurance is required under the Road Transport Act 1987, Malaysia (including any amendment thereto) or equivalent legislation or any occasion when cover is afforded by a motor policy;
- 5) arising out of the use or operation of **Watercraft** or **Aircraft**, whether owned, time chartered, bare boat chartered, or operated by the **Insured**, or for which the **Insured** may be responsible for any liability for the transportation of employees of the **Insured** by other by **Watercraft** or **Aircraft**;
- 6) arising out of liquidated damage clauses penalty clauses, or performance warranties or liability under a warranty for the fitness or quality of the **Insured's** products;
- 7) for **Bodily injury** or **Property damage** caused by or arising from any property manufactured, designed, sold, supplied, repaired or installed by the **Insured** or any structure or contract works including materials for incorporation therein;
- 8) for **Property damage** to underground services unless the **Insured** prior to commencement of any work has made an enquiry in writing of all underground services and has received when practicable a written response;
- 9) for **Property damage** to sub-surface oil, gas, water or other substance or material or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water or other substance or material or for the cost expense incurred or rendered necessary to prevent or minimize such loss or damage;
- 10) arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from (i) a delay or lack of performance of any contract or agreement by or on behalf of the **Insured** or (ii) the failure of work performed by and/or behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by and/or on behalf of the **Insured**;
- 11) for **Bodily injury**, **Property damage** or financial loss due to the rendering of failure to render any professional service including but not limited to the following :
  - a) the preparation and/or approval of maps, plans, opinions, reports, survey, designs, formula or specifications.
  - b) mistake or deficiency on or liability arising out of any advertising material or printed instruction in connection therewith,
  - c) malpractice, error or mistake in rendering or failing to render to any person, or to the person inflicting the injury, medical, surgical, dental or nursing treatment, including the furnishing of food or beverages in connection herewith, or in furnishing or dispensing drug or medical, dental or surgical supplies or appliances if the injury occurs after the **Insured** has relinquished possession thereof to others; or in handling or performing autopsies on deceased human bodies,
  - d) act, neglect, error, omission, misstatement, misleading statement, breach of duty of breach of warranty of authority while acting in the capacity as a director or
  - e) an officer of a company, or neglect, error or omission in any other professional capacity;
- 12) for **Property damage** to any well or hole, being drilled by or on behalf of the **Insured** and/or any well or hole which is in the care, custody or control of the **Insured**, or for which the **Insured** is or may be responsible, and any cost or expense incurred in redrilling or restoring the well or hole or any substitute well or hole;
- 13) for **Property damage** to any drilling tools, pipes, casing, bit, pump, drilling or well serving machinery, or any other equipment whilst below the surface of the earth in any well or hole, being drilled by or on behalf of the **Insured**, and/or in any well or hole which is in the care, custody or control of the **Insured**, or for which the **Insured** is may be responsible;
- 14) for costs or expenses of controlling or bringing under control a well, and/or hole, and/or the expenses incurred in extinguishing fire in or from such wells and/or holes, or holes, or cost of expenses incurred in drilling relief wells and/or holes whether or not the relief well be successful;
- 15) for costs or expenses incurred in removing wreckage or debris following blow out, cratering, fire, or the loss of control of a well and/or hole being drilled by or on behalf of the **Insured**, and/or for which the **Insured** is or may be responsible and/or in the care, custody or control of the **Insured**;
- 16) arising out of pollution or contamination on by seepage pollution or contamination or caused by disposal or dumping of waste and the cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances;
- 17) arising out of or in connection with :-
  - a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding five (5) metres in height by employees in the direct service of the **Insured** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured**,
  - b) the construction alteration or repair of bridges towers steeples chimney shafts blast furnaces viaducts or mines,
  - c) pile driving, tunneling or quarrying,
  - d) the use of explosive for any purpose,
  - e) excavations below three (3) meters in depth,
  - f) any work carried out at height in excess of fifteen (15) meters,
  - g) handling and/or stripping out asbestos and/or any other substances or compound that incorporate asbestos, or

**Bodily injury or Property damage** directly or indirectly caused by Polychlorinated Biphenyl and Silica;

- 18) a) directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalization or requisition; or
- b) directly or indirectly caused by arising from :-
- i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive fuel or matter;
- 19) for **Bodily injury or Property damage** willfully or deliberately caused by the **Insured** or any employees of the **Insured** operating in a managerial or supervisory capacity;
- 20) for all claims which arise out of onshore refineries petrochemical, oil or chemical plants and any installations within their boundaries, even while under repair, maintenance, extension or modification, after the initial handing over to the operators. This exclusion shall not apply to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant or other property (including contractors' plant and equipment used in connection therewith) prior to the initial handing over of such refineries, petrochemical, oil or chemical plants to the operators.

For the purpose of this clause jetties, wharves, berths, piers and docks shall be deemed to be outside the boundaries mentioned above. However, no cover for liabilities arising out of the operations of jetties, wharves, berths, piers and docks in respect of onshore refineries, petrochemical, or chemical plants any installations within their boundaries shall be afforded hereunder. Nevertheless claims (other than those liabilities in respect of onshore refineries, petrochemical or chemical plants and any installations within their boundaries even while under repair, maintenance, extension or modification after the initial handing over to the operators) in respect of the following shall not be excluded by this clause :-

- 1) facilities for the processing, treatment or separation of gas provided that they are outside the boundaries of the onshore refineries, petrochemical or chemical plants, or
- 2) any field processing;
21. a) whatsoever nature of the **Insured**, whether for damages, maintenance and cure, fines and penalties of funeral expenses, arising out of **Bodily injury** to or illness of any person due to occupational and/or industrial diseases and/or cumulative injuries of, any person due to occupational and/or industrial diseases gradually contracted from the character of his present or prior employment, because thereof, and incidental thereto, and/or not such employment be in the service of the **Insured** or otherwise, and

- b) for any costs and expenses of investigating and/or defending any claim or suit against the **Insured** arising out of a liability or alleged liability of the **Insured** excluded above.

Occupational Disease and Cumulative Injury are defined as follows :

Occupational Disease is any abnormal condition that fulfills all of the following conditions :

- a) It is not traceable to a definite compensable accident occurring during the **Insured's** employee's present or past employment,
- b) It has been caused by exposure to a disease producing agent or agents present in the worker's occupational environment, and
- c) It has resulted in a disability or death.

Cumulative injury is any abnormal condition that fulfills all of the following conditions :

- a) It is traceable to a definite compensable accident occurring during the employee's present or past employment,
- b) It has occurred from, and has been aggravated by, a repetitive employment related activity, and
- c) It has resulted in a disability or death;

22. for **Property damage** directly or indirectly resulting from subsidence or weakening of support caused by business or operations of the **Insured**;

23. for any loss or liability arising from the following :

- i) contract frustration, including but not limited to all forms of non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantee and force majeure indemnities,
- ii) failure or delay to deliver or supply any form of property whatsoever, unless as a direct result of physical damage, or
- iii) any form of financial guarantee, surety or credit indemnity.

## Memorandum

### Principal Clause

Where the **Named Insured** so request the Company agrees to indemnify any Principal of the **Named Insured** but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the **Named Insured**. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way increase the Limit of Indemnity as stated in the Policy Schedule.

### Excess Clause

Where an excess is stated in the Policy Schedule the **Insured** shall be responsible for the first amount so specified of each and every claim or series of claims arising out of any one originating cause.

### Cross Liability Clause

It is hereby declared and agreed that where more than one party is named in Policy Schedule as the **Insured** cover shall apply as though individual insurance have been issued to each party provided always that the Company's total liability shall not exceed the sums stated in the Policy Schedule as the limit of Indemnity.

# General Conditions Attaching To This Insurance

## 1. Adjustment Of Premium

It is a condition precedent to liability that if any of the premium for this Policy has been calculated on estimates furnished by the **Named Insured** the **Named Insured** shall keep accurate records containing all particulars relative thereto and shall at all times allow the Company to inspect such records. The **Named Insured** shall within three (3) months from the expiry of each Period of Indemnity furnish such particulars to Company and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the **Named Insured** as the case may be subject to any minimum premium required.

The Company reserves the right to request that the **Named Insured** supplies an auditor's certificate with such calculations that are the subject of adjustment under this Policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractor for whom liability is assumed or on such other basis as may be agreed.

## 2. Claims Procedure

It is a condition precedent to liability that the **Insured** shall give written notice to the Company as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Company may require. Every claim writ summons or process and all documents shall be forwarded to the Company immediately upon receipt thereof.

No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without written consent of the Company who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to sue in the name of **Insured** for their own benefit any claim for indemnity or damages or otherwise 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 reasonably require.

## 3. Alterations In Risk

It is a condition precedent to liability that the **Insured** is required to notify the Company of all material facts or alterations in the risk which come to the **Insured's** knowledge or arise during the currency of this Policy.

## 4. Other Insurance

If any claim covered by this Policy is also covered in whole or in part by any other insurance, the liability of the Company shall apply in excess of and not as contributory with such other insurance.

The words "other insurance" appearing above is not only intended to refer to the Principal's comprehensive General Liability Insurance (if any) or any other third party liability insurance providing the same coverage as this Policy.

## 5. Fraudulent Claims

If the **Insured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

## 6. Cancellation Clause

The Company may cancel this Policy by sending thirty (30) days written notice to the **Named Insured's** last known address where upon the **Named Insured** shall be entitled to a refund of a proportionate part of the premium.

If the **Named Insured** cancels this Policy during the currency of this Policy, there shall be no refund of the premium to the **Named Insured**.

# Important Notice

## Premium Warranty

1. The Premium due under this contract of insurance must be paid to Allianz General Insurance Company (Malaysia) Berhad within 60 days from the risk inception date failing which the contract is automatically cancelled. For further details, please refer to the premium warranty clause as printed below.
2. Any premiums paid to your insurance broker is not deemed to be payment to your Insurer for the purpose of the premium warranty. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you ensure your insurance broker remits your premium to the Insurer concerned in strict compliance with the provisions of the premium warranty.

## Premium Warranty Clause

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 Insurers shall be entitled to the prorata 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 the 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.

# Notice

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.