

BizOne Plus

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.
(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).



1800 888 121



customer@libertyinsurance.com.my



www.libertyinsurance.com.my

BizOne Plus Fire Policy



In CONSIDERATION of the insured named in the Schedule hereto paying to Liberty General Insurance Berhad (hereinafter called the Company) the Premium mention 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 fulfilment 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.

1. **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of **Premium** as specified in the Policy **Schedule** and pursuant to the answers given in the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the **Insured** and **Liberty General Insurance Berhad** (hereinafter called "**The Company**"). However, in the event of any pre-contractual misrepresentation made in relation to the **Insured's** answers or in any disclosures given by the **Insured**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and **The Company**.

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

This Policy is issued in consideration of the payment of **Premium** as specified in the Policy **Schedule** and pursuant to the answers given in the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the **Insured** and **Liberty General Insurance Berhad** (hereinafter called "**The Company**"). In the event of any pre-contractual misrepresentation made in relation to the **Insured's** answers or in any disclosures made by the **Insured**, it may result in avoidance of the **Insured's** contract of insurance, refusal or reduction of the **Insured's** claim(s), change of terms or termination of the **Insured's** contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and **The Company**.

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form and/or softcopy receipt of the same, whether signed by an Official or duly appointed Agent and/or electronic signed / computer generated copy of said receipt by the Company shall have been given to the Insured.
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. Such notice should be given and endorsed by the Company in this Policy before the occurrence of any loss or damage.

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4. All Insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (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,

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

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 covered by this Policy or would be covered 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.

RISK NOT COVERED

1. This Insurance does not cover:

- (a) Loss by theft during or after the occurrence of a fire.
- (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.
- (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

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.

3. 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:-

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (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.
- (e) Any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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is not covered 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 covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

POLLUTION / CONTAMINATION LIABILITY EXCLUSION

This insurance does not cover any liability for:

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- (i) pollution or contamination which itself results from a contingency hereby insured against.
- (ii) any contingency hereby insured against which itself results from pollution or contamination.

RISK NOT COVERED UNLESS EXPRESSLY INCLUDED

Unless otherwise expressly stated in the Policy this Insurance does not cover:

- (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.

ALTERATION AND REMOVALS

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.

- (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

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.

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CANCELLATION OF THE INSURANCE

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 ratable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company. It is further agreed that cancellation of this policy should not be effected by the insured except with prior notification to the Mortgagee (Chargee) in writing giving fourteen days' notice to the last known address of the Mortgagee (Chargee).

OCCURRENCE OF A LOSS OR DAMAGE

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 30 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- (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.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books vouchers, invoices, duplicate 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.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

FIRE BRIGADE CHARGES

The insurance under this policy extends to include:-

- (a) wages of the Insured's employees other than full-time members of a Works Fire Brigade.
- (b) the cost of replacement of firefighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
- (c) Fire Brigade charges.

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.

RIGHT OF COMPANY RE SALVAGE

On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-

- (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.

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.

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.

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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.

FORFEITURE

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 willful 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.

REINSTATEMENT

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.

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. 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.

MARKET VALUE

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.

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.

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 registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents 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 registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

SUBROGATION OF RIGHTS

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 making good any loss or

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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 CLAUSE

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 ratable proportion of such loss or damage.

AVERAGE

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 ratable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Condition.

REINSTATEMENT OF LOSS

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

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 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.

TIME LIMIT FOR COMPANY'S LIABILITY

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

1. Every notice and other communication to the Company required by these Conditions must be written or printed.
2. 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.

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DEFINITION

Main building:

Refers to the main building structure specified in the Schedule and excludes outbuildings, guardhouse, garages, workshop, drives, footpaths, TNB substation, walls, gates, or fences.

For premises with multiple buildings/structures, Main building here includes structure(s) that form the whole or a substantial or important part of the insured's business / operation / production to the extent that the loss or damage has caused the business or normal production of the Insured to be materially affected.

Material Partial Loss or Damage:

Refers to actual claim settlement amount/ costs incurred for repair, reinstatement or replacement as a result of the Insured Perils, where the final claim settlement / expenses and/or sum payable amounts to a minimum of RM30,000 (after policy Excess, if any).

Flood

Shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

TABLE OF BENEFITS

	Additional Benefits (AB)	Sum Insured less than RM 7 million	Sum Insured RM 7 million and above	Description
1	InstalmentGuard Endorsement (Commercial Properties) – Partial Loss	RM5,000	RM10,000	Payable for loss or damage caused by Insured Perils which resulted in Material Partial loss/ damage. This benefit only payable when there is a valid claim.
2	BizEmergency Fund	RM5,000	RM10,000	Payable for loss or damage cause by Insured Perils which resulted in Material Total Loss. This benefit only payable when there is a valid claim.
3	Inconvenience Allowance due to Flood and/or Subsidence & Landslips	RM5,000	RM10,000	
4	Fortuitous Allowance	RM10,000		Following loss or damages resulted from Theft (following a fire), Earthquake and / or Bush Lalang
5	No Claim Renewal Discount	10%		

Subject to the terms, conditions, endorsements and warranties of the policy.

INSTALMENTGUARD ENDORSEMENT (COMMERCIAL PROPERTIES) – PARTIAL LOSS

In the event of a loss or damage caused by or as a result of the Insured Perils which results in ***Material Partial loss or damage** to the ****Main Building and subject to policy coverage and valid claim**, the Company will pay in one lump sum to the banks / financial intuitions / Insurance Service Providers (ISP) (hereinafter referred to as Financial Institutions) on behalf of the Insured, (3) months of the monthly instalment or the maximum limit stated in the Policy Wording – Table of Benefits , whichever is LOWER. This benefit is not applicable for claims which resulted in Total Loss or Constructive Total Loss.

Instalment here refers to the money due under the property loan agreement or any other bank facilities with a Financial institution(s) licensed under the Financial Services Act 2013 or other applicable law for the financing of the insured property(s). It is the responsibility of the Insured to monitor the instalment due date and pay/remit the monthly instalment in a timely manner. The Company will not be responsible for any late payment interest or penalty incurred by the Insured for any delay / late payment on the monthly instalments.

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For policy(s) sold through our Bancassurance channel(s), this benefit will be paid directly to the loan account registered with us without further reference to the Insured, unless the said financial institution has given instruction / approval otherwise. If at the time of loss or damage, the said loan/mortgage has been fully settled and/or does not have a Mortgagee Clause / Interest registered, it is the duty of the Insured to provide such proof before the benefit is paid directly to the Insured.

This benefit is payable one (1) time per Policy, per **Period of Insurance** and irrespective of the number of properties insured in the policy. This benefit is only payable one (1) time to the named principal policyholder or named bank / financial institution, where there are multiple / joint insured names in the policy, it will be the policyholder's responsibility to show proof that he, she or any legal entity is entitled to the payment. It is expressly stated that this benefit does not apply to strata title properties or individual unit owners under a master title property or master fire policies and excludes Master residential / commercial / industrial policies.

Subject to the terms, conditions, endorsements and warranties of the policy.

BIZEMERGENCY FUND

In the event that the **Insured Building(s)** sustains loss or damage by any Insured Perils in this policy and rendered it Total Loss / Constructive Total Loss. On confirmation of the policy liability and the conditions set forth below, the Company will pay the sum / benefits specified in the Policy Wording – Table of Benefits as emergency fund to assist the insured to tide-over their cash flow needs during this fortuitous event. This benefit only payable in the event that there is a valid claim under the policy.

Special Conditions:

1. It is a condition precedent before the benefit under this provision is payable, that,
 - a) The policyholder has submitted all documents as per Condition 12 on Claim Procedures of this policy and that the documents / information so submitted is sufficient/ adequate for the Company and / or its Claim officers; and / or
 - b) its appointed licensed adjuster, whichever is applicable, establish and confirm the loss or damage falls within the policy coverage and liability; and
 - c) Insured building(s) here refers to **Main Building(s)** insured at the Situation of Risk specified in the Schedule but excludes loss or damage to outbuilding(s), guardhouse, garages, drives, footpaths, gates, fences or other ancillary buildings unless the Main Building is destroyed or damaged at the same time and by the same cause; and
 - d) It is the duty and responsibility of the policyholder to review and ensure the Main building's sum insured is adequately insured as provided in Condition 20, being the Average clause of the policy. Where, at the time of loss or damage, the said Main building(s) is/are found to be under-insured by more than 20% of the Reinstatement Value, then, only a ratable proportion of the benefits, as decided solely by the Company, will be payable.
2. As this benefit may be payable prior to the fire material loss settlement, in the event of occurrence of any subsequent non-compliance or breach of policy conditions / warranties which results in the claim becoming voidable / forfeited, the insured shall repay the Company all monies received forthwith or alternatively, the Company shall be at liberty to recover the monies paid by way of offsetting the amount against the fire material loss settlement which is payable.
3. This benefit is payable one (1) time per Policy per Period of Insurance and no reinstatement of the benefit is allowed.
4. It is expressly stated that this benefit excludes consequential loss or loss of opportunity costs or any other loss which is payable as goodwill. In the event a claim circumstances failed or did not meet any the Special Conditions or terms above, this benefit shall be forfeited.

Subject otherwise to the terms, conditions, warranties, endorsements and exclusions of the policy.

INCONVENIENCE ALLOWANCE DUE TO FLOOD AND/OR SUBSIDENCE & LANDSLIPS

In the event of **Main Building(s)** as specified in the Policy Schedule sustained any loss or damage due Flood and/or Subsidence & Landslips, this benefit will be payable up to the maximum limit specified in the Policy wording – Table of Benefits.

This benefit is payable one (1) time per Policy, as a direct result of loss / damage caused by the said perils, per Period of Insurance and irrespective of the number of properties and /or number of locations.

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It is a condition precedent that all claims must be accompanied by insured submitting a completed Claim form, photographs and/ or any other supporting documents. Alternatively, assessment or survey by the Company's Claim Team or the Company appointed Claim Adjuster are acceptable.

Subject otherwise to the terms and conditions of the policy. (read Definition below)

Definition:

* Flood: for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

** Main building: refers to the main building structure specified in the Schedule and excludes outbuildings, guardhouse, garages, drives, footpaths, TNB substation, gates, or fences. For premises with multiple buildings/structures, Main building here includes structure(s) that form the whole or a substantial or important part of the insured's business / operation / production to the extent that the loss or damage has caused the business or normal production of the Insured to be materially affected.

*** Subsidence & Landslip - means any loss or damages to the **Main Building(s) insured causes by subsidence and/or heave of the site on which the building(s) stand or land belonging thereto, or landslips excluding: -

- a) Loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences.
- b) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Main Building(s) are damaged by the same cause and at the same time.
- c) Loss or damage occasioned by happening through, or in consequence of:
 - coastal or river erosion
 - demolition, structural alteration or structural repair.
 - defective design or inadequate construction of foundations

Subject otherwise to the terms and conditions of the policy.

FORTUITOUS ALLOWANCE

The Company agrees that notwithstanding the exclusions in Condition 5(1) (a), Condition 6(a) and Condition 8(i) provided in the policy, this allowance will be payable if the Interest insured is lost or damaged as a result of the following causes:-

Condition 5(1) (a) Loss by Theft during and after the occurrence of fire	and/or
Condition 6(a) Earthquake and Volcanic Eruption	and/or
Condition 8(i) Bush and lalang,	

On the occurrence / happening of such loss or damage, the benefit with the limit as specified below will be payable. However, it is expressly stated that the payment of this benefit has no bearing on policy liability in respect of material loss or damage on the Interest insured as specified in the policy, unless additional premium has been paid and the extension of the said perils, if available, has been expressly stated / endorse in the Policy.

It is a condition precedent before the above benefit is payable that the Insured submits all documents as may be advised by the Company which includes but is not limited to a certified copy of a police report which shall be lodged with the police within twenty-four (24) hours of the loss or damage or within such reasonable time with reason(s) acceptable to the Company.

This benefit is payable one (1) time per policy during the **Period of Insurance and is irrespective of the number of properties and /or No. of locations.** The Company's total liability is limited to the maximum amount specified.

Limit: RM10,000

Subject otherwise to the terms, conditions, endorsements and warranties of the policy.

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NO CLAIM RENEWAL DISCOUNT (NCRD) – 10% of the premium

In the event no claim is made/reported/arises immediately preceding the expiry date as specified in the Policy Schedule, a premium discount shall be given to the policyholder at the time of policy renewal with the Company.

It is further agreed and declared that, in the event the NCRD Discount is given to a policy which has been renewed in advance, but a loss/claim is subsequently made on the expiring policy, the Company reserves the right to recover the said discount from the policyholder; irrespective of whether the claim is admissible or not.

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

a) Complaints Management Unit

Liberty General Insurance Berhad

Customer Service Executive, Customer Contact Centre

Liberty Insurance Tower,

CT9, Pavilion Damansara Heights,

3, Jalan Damanela,

Pusat Bandar Damansara,

50490 Kuala Lumpur.

Tel. No. : +603-2268 3333 (General Line) or

Liberty Insurance Contact Channels

Liberty Insurance Hotline: 1800 888 121

Email: customer@libertyinsurance.com.my

Website: www.libertyinsurance.com.my

b) Financial Markets Ombudsman Service (FMOS)

(formerly known as Ombudsman for Financial Services)

Company No : 200401025885

Level 14, Main Block, Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur

General Line : +603-2272 2811

Website : www.fmos.org.my

c) BNMLINK

Bank Negara Malaysia

4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,

50480 Kuala Lumpur.

e-Link: bnm.gov.my/BNMLINK

Website: www.bnm.gov.my

3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my)