



SmartHome Easy

IMPORTANT NOTICE

This is Your **SmartHome Easy** Policy. Please read the terms and conditions of this Policy carefully together with the Schedule and/or Endorsement to understand the Cover provided under this Policy and to ensure the Cover meets Your requirements. If You have any query or require any clarification pertaining to this Policy, please contact Your insurance advisor or Us. To continuously enjoy the full benefits of this Policy, please ensure that You immediately notify Us of any change in Your circumstances that may affect the Cover offered under this Policy.

To help preserve the environment, We will send You one (1) Policy booklet only. Please keep the Policy booklet in a safe place. In case of renewal and/or revision, We will only send You the Schedule and/or Endorsement with the renewal and/or revision reflected thereon, as the case may be. If at any time You require a copy of this Policy, the Schedule and/or the Endorsement, please contact Us.

If, for any reason, You feel the need for Us to improve the service provided by Us, You may write to Our Customer Service Department at the address stated above. Alternatively, You may email to: customer.service@axa.com.my

If You are not satisfied with Our approach or the way We handled any issue, You may:

- (a) refer matters concerning claims to:
Ombudsman for Financial Services - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel: (603) 2272 2811 Fax: (603) 2272 1577
- (b) Submit your complaints/feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to bnmtelelink@bnm.gov.my; or send letter to P.O Box 10922, 50929 Kuala Lumpur.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us.

However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, 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 You and Us.

WHAT MAKES UP THIS POLICY

Insurance does not cover You against everything that can happen. Please read Your Policy carefully to make sure You understand what it covers, the terms and conditions applicable and make sure You are satisfied with this insurance.

The heading does not form part of the policy wording.

The Policy, Schedule and/or Endorsements must be read together as they form Your insurance contract.

This Policy sets out what You are insured for as shown on the Schedule and the circumstances where You are not protected or covered .

Some words and expressions have been printed out in bold because they have been given specific meaning in the Policy. You will find their meaning in the General Definition.

The coverage provided under this Policy is subject to You fully observing and fulfilling the terms, conditions, provisions, Warranties and clauses of the Policy.

DISCLOSURE REQUIREMENT

Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance,

refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

Endorsements and Renewals

You are required before Endorsement or renewal of Your insurance, to tell Us everything You know that is relevant and that a reasonable person under the circumstances could be expected to know. For any information given that may be deemed to increase the risk of loss or damage, We may require You to pay an additional premium.

Notice of Other Insurances

You must inform Us of any other insurance that You have bought at the time of purchasing this insurance, and also during the Period of Insurance, covering any of the same property insured under this Policy.

Such notice should be given and endorsed by Us in this Policy before the occurrence of any loss or damage, failing which all benefits under this Policy may be forfeited.

GENERAL DEFINITION

Some words and expressions in this Policy have a specific meaning which is given below. Each word is printed in bold where it appears.

"Consequential loss" means financial loss resulting indirectly from the occurrence of the Insured Event.

"Content" means items belonging to the Insured or the household members whilst kept within the premise as specified in the Schedule.

"Depreciation" means the reduction in the value of the item or property due to wear and tear.

"Endorsement" means a written alteration to the terms, conditions and limitations of this Policy which is shown on the Policy.

"Erosion" means being worn or washed away by water or wind.

"Excess" means the amount You must pay towards a claim before We pay. The amount will be stated in the Policy.

"Flood" means 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.

"Family" and **"Household"** mean any person(s) who normally reside with You.

"Fixtures" and **"Fittings"** mean items that are permanently attached to Your Building.

"Indemnity" means putting You back to Your same financial position immediately before the loss.

"Insured Event" means one of the perils listed under this Policy.

"Insured Item" means as specified in the Schedule.

"Occurrence" means the exact period when the incident took place.

"Open" means anywhere at the Premises not fully enclosed by walls and a roof and which is not able to be secured, including any outbuilding on the Premises if such building is not able to be secured.

"Period of Insurance" means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at midnight on the day of expiry, as shown on the Schedule.

"Personal Effects" means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.

"Plate glass" means glass fitted to the structure of the Building.

"Policy" means Your insurance contract which consists of this Policy wording, Schedule and Endorsement.

"Premium" means any amount We require You to pay under the Policy and includes Government charges.

"Premises" means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.

"Schedule" means the Policy Schedule in which the Insured Items and Sum Insured are specified.

"Secured" means locked so as to prevent entry other than by using force.

"Sum Insured" means the respective amount You have insured on Your Building, and/or Your Contents (including specified contents) as shown on the Schedule, including the Additional Benefits and/or any of the Optional Benefits selected by You.

"Customary short-period rates" means the following:

<u>Percentage of Rate Charged</u>	<u>Period not exceeding</u>
10% of Annual Rate	15 days
20%-do-	1 month
30%-do-	2 months
40%-do-	3 months
50%-do-	4 months
60%-do-	5 months
70%-do-	6 months
75%-do-	7 months
80%-do-	8 months
85%-do-	9 months
90%-do-	10 months
95%-do-	11 months
100%-do-	12 months

"Warranties" mean the restrictions and/or obligations imposed under the Policy and "Warranty" means any one of those. Breach of a warranty will entitle Us to reject the claim for loss or damage or liability.

"Wear and tear" means damage or a reduction in value through age, ordinary use or lack of maintenance.

"We, Our and Us and/or Company" means AXA Affin General Insurance Berhad (23820-W) company.

"You, Your or the Insured" means the person(s) named on the Schedule as the insured.

"Your Spouse" means Your legal spouse named in the Schedule and limited to one (1) spouse only.

BENEFIT 1 - HOUSEOWNER INSURING CLAUSE

We will insure the Buildings as shown on the Schedule during the Period of Insurance.

This cover will be given on the basis:-

- i) that You agree to pay Us the Premium for the cover, and
- ii) of the verbal/written information provided by You at the point of entering into this contract.

In respect of Insured Events occurring during the Period of Insurance and subject to the limitations, exceptions and conditions contained or endorsed in the Policy, We will, by payment or by reinstatement or repair, indemnify You against loss or damage to the property insured as mentioned in the Schedule.

This Policy insures You up to the amount of the Sum Insured as stated in the Schedule for loss or damage to Your Building caused by an Insured Event.

The Schedule will show if You have insured Your Building.

"Buildings or Private Dwelling" means buildings of a private dwelling at the Premises and includes:

- all domestic offices, stables;
- garages and outbuildings on the same Premises used solely in connection to it and on the same Premises;
- Fixtures and Fittings;
- walls, gates and fences around the Premises.

Your Building shall also refer to Buildings of flats and apartments.

When blocks of flats or apartments are insured, Private Dwelling will refer to the private flats or apartments

**BENEFIT 1 - HOUSEOWNER
PART 1 - INSURED EVENTS**

What is Covered	What is Not Covered
<p>We will provide cover for loss or damage to the Building caused by any of the following:</p> <ol style="list-style-type: none"> 1) Fire, lightning, thunderbolt, subterranean fire 2) Explosion 3) Aircraft and other aerial devices and/or articles dropped therefrom 4) Impact with any of the Buildings: <ol style="list-style-type: none"> a) For Your Building, by any road vehicle or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your Family member. b) For block of flats or apartments, by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your agent or servant; or • Any person resident on the Private Dwelling. 	<p>We will not provide cover for loss or damage to Your Building as follows:</p>
<p>5) Bursting or overflowing of domestic water tanks, apparatus or pipes</p>	<ol style="list-style-type: none"> a) the Excess is RM50.00 b) destruction or damage occurring while Your Building is left unoccupied.
<p>6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a Building or any such attempt</p>	<ol style="list-style-type: none"> a) if Your Building is unoccupied for more than ninety (90) days whether consecutively or not in any one Period of Insurance, the cover will be suspended unless agreed by Us by way of an Endorsement. b) loss or damage due to theft by Your domestic servants or any member of Your Family.
<p>7) Hurricane, cyclone, typhoon, windstorm</p>	<ol style="list-style-type: none"> a) the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser b) loss or damage to: <ol style="list-style-type: none"> (i) any Building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected; (ii) metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.
<p>8) Earthquake, volcanic eruption</p>	<p>the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser</p>
<p>9) Flood</p>	<ol style="list-style-type: none"> a) the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser b) loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
<p>10) Robbery and hold up in the premises of Your property</p>	

**BENEFIT 1 - HOUSEOWNER
PART 2 - ADDITIONAL BENEFITS**

(A) Loss of rent or Cost of temporary accommodation

What is Covered	What is Not Covered
<p>As an owner, You are covered for loss of rent in the event Your Building as stated on the Schedule is no longer habitable, as a result of an Insured Event for the period necessary for reinstatement.</p> <p>As an occupier, We will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of an Insured Event, for the period necessary for reinstatement.</p> <p>The total limit of liability shall not exceed ten (10) percent of the total Sum Insured on the Buildings.</p> <p>This benefit is in additional to the total Sum Insured on Buildings as stated on the Schedule.</p>	

(B) Owner's/Tenant's Liability

What is Covered	What is Not Covered
<p>We will indemnify You or Your Spouse against legal liability in respect of accidents or series of accidents arising out of one Occurrence, during the period of insurance to property or bodily injury to another person, who is not a member of Your Family, Household or in Your service:</p> <p>a) liability as owner of the insured Building caused by a defect in the Buildings.</p> <p>b) liability as an Occupier in respect of accidents which occur in or about Your Building.</p> <p>Our limit of liability shall not exceed RM50,000.00 any one accident or series of accidents constituting one Occurrence in respect of Buildings.</p> <p>Geographical Area: Malaysia</p> <p>We will also indemnify You or Your Spouse:</p> <p>(i) Legal costs and expenses recoverable from You or Your Spouse by any claimant, provided such legal cost and expenses were incurred before the date We shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one Occurrence.</p> <p>(ii) Legal costs and expenses incurred by You or Your Spouse with Our consent.</p> <p>If Buildings are for blocks of flats or apartments, Our indemnity to You is restricted to Your legal liability for claims made on You as owner of the Buildings, as specified on the Schedule, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the Period of Insurance.</p> <p>We will indemnify Your personal representative in the event of Your death, in respect of the liability incurred by You or Your Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.</p>	<p>a) Any claim brought against You or Your Spouse, in any country in courts outside Malaysia.</p> <p>b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>c) We shall not be liable for injury or damage arising out of or incidental to:</p> <ul style="list-style-type: none"> • ownership, possession or use by or on behalf of You or Your Spouse of any lift, vehicle, vessel or craft of any kind; • the carrying out of alterations, additions, repairs or decorations to Your Buildings; • damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Buildings), for insurance for Private Dwelling; • any contractual agreement; • asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos; • Any part of the insured Buildings used in connection with Your profession or business.

**BENEFIT 1 – HOUSEOWNER
PART 3 – EXCEPTIONS**

You will not be covered under the following circumstances:

General Exception 1

We will not cover loss or damage or other contingency caused directly or indirectly by:

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- b) Mutiny, riot, military or popular uprising, 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;
- c) 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 groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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 or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance. You have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, where We 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 You.

General Exception 2

We will not cover loss or damage:

- a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;
- b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
- c) arising from or in consequence of or contributed to by nuclear weapons material;
- d) arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self-sustaining process of nuclear fission.

General Exception 3

We will not cover Consequential loss or damage of any kind except Rent Insurance.

BENEFIT 1 - HOUSEOWNER

The following clauses are applicable to Benefit 1:

Foundation Exclusion

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

Removal of Debris (Without Separate Sum Insured)

The Insurance on Buildings and/or Contents hereby insured includes costs and expenses necessarily incurred by the You/Your with Our consent in the:-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said item(s) above of this Policy destroyed or damaged by fire or by any other peril hereby insured against.

Note: Item (a) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured.

The amount payable for such cost and expense shall not exceed ten (10) per cent of the Sum Insured of each Item or Ringgit Malaysia Two million (RM2,000,000) whichever is lower.

We will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this Policy.

Provided always Our maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

Architects Surveyors & Consultation's Fees (Without Separate Sum Insured)

The Insurance on Buildings hereby insured includes architect's, surveyor's and consulting engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorized under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to Our maximum liability for any loss damage and fees not exceeding the Sum Insured against Benefit 1.

Date Recognition Clause

It is noted and agreed this Policy is hereby amended as follows:-

- a) We will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred 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:-

- (i) correctly recognize any date as its true calendar date;
- (ii) 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 as its true calendar date; and/or
- (iii) capture, save, or 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 We will not pay for the repair or modification of any part of any electronic data processing

system or any part of any device and/or software as listed above in a).

- c) it is further understood that We will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred 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 We 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, injury (including bodily injury), expenses incurred or any Consequential Loss referred to in a), b), c) or d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause

This endorsement shall not exclude subsequent loss or damage or Consequential Loss which itself results from an Insured Event as defined in the Policy

Subject otherwise to the terms and conditions of the Policy.

Outbuilding Clause

The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said Premises and the insurance by each item under Contents extends to include the Contents of each outbuilding.

Radioactive/Nuclear Energy Risks Exclusion Clause

This Policy does not cover loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :-

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Financial Institution named in the Schedule as Mortgagee (Charge) as interest in this insurance, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act of neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taken place in the property insured hereunder, Provided that in case the Mortgagor (Chargor) or owner shall neglect to pay any premium due under this Policy the Mortgagee (Charge) shall on demand pay the same.

Provided also that the Mortgagee (charge) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Charge) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

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

Non- Cancellation Clause

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

Note : When the interest is that of Chargee and Chargor the words in brackets to be inserted in place of Mortgagee and Mortgagor Subject otherwise to the terms and conditions of the Policy

BENEFIT 2 - HOME CONTENTS ALL RISK

We will by payment or at Our option by repair, reinstatement or replacement indemnify You against loss or damage to Contents including Personal Effects belonging to You or to members of Your Family permanently residing with You whilst contained in the Your Building specified in the Schedule used solely for residential purposes.

Provided that:

1. no one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total Sum Insured on Contents, unless such article is specially declared as a separate item.
2. the value of platinum, gold and silver articles, jewellery and furs payable is limited to one third of the Sum Insured on the Contents.
3. where any insured item consists of articles in a pair or set, We shall not be liable to more than the proportionate value of any particular part or parts which may be lost or damaged, without reference to any special value which such article may have as part of such pair or set.
4. You shall take all reasonable precautions for the safety of the property insured.
5. If Your Building is unoccupied for more than ninety (90) days whether consecutively or not in any one Period of Insurance, the cover will be suspended unless agreed by Us by way of an Endorsement.

BENEFIT 2 - HOME CONTENTS ALL RISK PART 1 - ADDITIONAL BENEFITS

We shall indemnify You or members of Your Family permanently residing with You against:

(a) Loss of money due to theft

Up to RM1,000 during any one Period of Insurance against loss of personal money arising out of theft, hold up or armed robbery at Your Building.

(b) Cost of replacing locks or keys due to housebreaking

Up to RM500 for any one loss or in the aggregate during any one Period of Insurance in respect of the cost incurred for repairing, changing or replacing the external locks of the Your Building caused by burglary, housebreaking or theft upon forcible entry.

(c) Deterioration of food in the freezer

Loss or damage to frozen food caused by deterioration following damage to, breakdown or failure of the refrigerator/freezer unit in Your Building up to RM250 any one loss or in the aggregate during any one Period of Insurance. Provided that the refrigerator/freezer unit is not more than five (5) years old at the time of loss.

(d) Cost of replacing legal documents

Reasonable cost of replacement of identity cards, passport or credit cards following accidental loss of baggage or purse, up to RM1,000 for any one loss or in the aggregate during any one Period of Insurance.

(e) Loss or damage to contents during temporary removal

Up to a maximum of fifteen (15) per cent of the Sum Insured for loss or damage of Contents whilst temporarily removed from the Your Building but remaining in Malaysia, in transit thereto and therefrom, for cleaning, renovation, modification and repair. Provided that the Contents are not left in any unattended vehicles.

(f) Loss or damage to water tank/filter installed outside building

Up to RM1,000 for any one loss or in the aggregate against loss or damage to water tank/filter installed outside the Building but within the compound of Your Building.

(g) Cost of repairing burst water pipe including hacking

Up to RM1,000 for any loss or in the aggregate as the cost to repair burst water pipe including hacking.

BENEFIT P1 - WORLDWIDE PERSONAL ALL RISK

We will by payment or at Our option by repair, reinstatement or replacement indemnify You against loss or damage to the property insured as more specifically described in the Schedule belonging to You or to the members of Your Family permanently residing with You.

Provided that:

1. the indemnity being limited to a sum not exceeding the Sum Insured set against each item as stated in the Schedule.
2. no one article shall be of greater value than RM5,000.
3. where any insured item consists of articles in a pair or set, We shall not be liable to more than the proportionate value of any particular part or parts which may be lost or damaged, without reference to any special value which such article may have as part of such pair or set.
4. You shall take all reasonable precautions for the safety of the property insured.

WHAT IS NOT COVERED (these Exclusions apply throughout Benefit 2 & P1)

We shall not indemnify You against:

1. loss or damage caused by
 - a) disappearance, shortage, shrinking, scratching, denting, rusting, wear or tear, inherent vice, deterioration or any other gradually operating cause or moth, vermin or insects.
 - b) any process of washing, cleaning, dyeing, restoring, maintaining, altering or repairing.
 - c) breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by fire or theft.
2. mechanical or electrical breakdown or derangement.
3. loss or damage to: deeds, bonds, bills of exchange, promissory notes, money or securities for money, medals, bullion, gold, precious stones, postage stamps, collections of stamps or coins, curiosities or works of art, manuscripts or business books, plans, patterns, models or moulds, drawings or designs, computer records, contracts or other documents unless specifically mentioned.
4. loss or damage to any Insured Item left in an unattended vehicle or left in the open.
5. loss of any Insured Item by theft where any member of Your household, domestic staff or any person lawfully on Your Building is directly or indirectly involved in such act.
6. (a) Benefit 2 an Excess of RM150 of each and every loss except loss or damage caused by fire or lightning. This exception is not applicable to the **Additional Benefits** under Benefit 2.

(b) Benefit P1

an Excess of RM150 of each and every loss.

BENEFIT P2 – WORLDWIDE PERSONAL ACCIDENT

We will provide Cover for the below mentioned benefits up to the Sum Insured or limit of indemnity stated in the Schedule of Benefits:

Accidental Death

We will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain bodily Injury caused by an Accident directly and independently of any other cause within one year and resulting in death.

Accidental Permanent Disablement

We will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain bodily Injury caused by an Accident resulting directly and independently of any other cause within one year in disablement (total or partial) as described in the "Scale of Permanent disablement benefits". The Insured Person will receive the percentage of the amount as described in the "Scale of Permanent disablement benefits".

GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule of Benefits.

TERM	MEANING
1) Accident	means a sudden unforeseen and fortuitous event.
2) Accidental Death	means death by reason of Accident.
3) Cover(s)/ Coverage	means the extent of insurance protection afforded by this Policy.
4) Injury	means bodily injury caused solely & directly by an Accident, independent of all other causes
5) Insured Person	means the person, his/her legal spouse (as applicable) or his/her child/children named as the Insured in the Schedule of Benefits, provided that the Insured Person is: In the case of parent(s), between 18 and 65 years of age at the time of first inception and renewable up to 75 years of age; and in the case of child/children, unmarried dependent child/children aged between 1 year and 18 years or if pursuing full time education in a Recognized Educational Institution of Higher Learning, aged up to 23.
6) Loss	means any Injury sustained by the Insured Person in consequence of the happening of any Accident.
7) Loss of Limb	means Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and permanent Loss of Use of hand, arm or leg.
8) Loss of Sight	means total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind, beyond remedy by surgical or other treatment.
9) Permanent Total Disablement	Injury which, having lasted for a continuous period of twelve calendar months from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery

10) Permanent means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, without hope of improvement.

11) Medical Practitioner means a medical practitioner or doctor (other than Yourself, a member of Your immediate family or relatives) who is registered with the relevant body, and is duly licensed to practice Western medicine

Scale of Permanent Disablement Benefits

1.	Permanent Total Disablement	100%	
2.	Loss of Limb	100%	
3.	Total Loss of Sight of one eye or both eyes	100%	
4.	Total paralysis	100%	
5.	Complete and incurable insanity	100%	
6.	Loss of hand at or above the wrist	100%	
7.	Loss of foot at or above the ankle	100%	
8.	Loss of Sight of eye except perception of light	50%	
9.	Loss of lens of eye	50%	
10.	Loss of four fingers and thumb of one hand	50%	
11.	Loss of four fingers of one hand	40%	
12.	Loss of thumb	-both phalanges	25%
		-one phalanx	10%
13.	Loss of index finger	-three phalanges	15%
		-two phalanges	10%
		-one phalanx	5%
14.	Loss of middle finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
15.	Loss of ring finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
16.	Loss of little finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
17.	Loss of metacarpals	-first or second	3%
		-third, fourth or fifth	2%
18.	Loss of toes	-all	18%
		-big, both phalanges	5%
		-big, one phalanx	2%
		-big, one phalanx or any toes	2%
19.	Permanent and Total Loss of hearing	-both ears	75%
		-one ear	20%
20.	Permanent and Total Loss of speech	50%	
21.	Permanent partial disablement which is not specified above (excluding Loss of sense of taste or smell)	The percentage to be determined by Us based on assessment by and opinion of Our advisor(s)	

PROVISIONS (these should be read in conjunction with the Schedule of Benefits)

- 1) The benefit payable under Benefit 1 and 2 for each child/children is limited to 15% of the respective amount shown in the Schedule of Benefits.
- 2) Upon death of the Insured Person, payment shall be made under Benefit 1 only and no payment shall be made under Benefit 2.
- 3) The maximum sum payable under Benefit 2 shall not exceed the amount shown in the Schedule of Benefits under Benefit 2.
- 4) Upon the payment of Benefit 1 or the maximum sum under Benefit 2, We will be discharged from any further claim.

EXTENSIONS (these extensions are also subject to the Exclusions below)

Subject to the terms and conditions of this Policy, this Policy is extended to Cover:-

1) Amateur Sport

Accidental Death or Injury of the Insured Person consequent upon all amateur sports other than participation in any kind of speed contests.

2) Disappearance

Death, if the Insured Person disappears following an Accident involving the Insured Person and the Insured Person's body is not found within one (1) year after his/her disappearance provided that sufficient evidence is produced satisfactory to Us that inevitably leads Us to the conclusion that the Insured Person died as a result of the Accident.

3) Drowning

Death of the Insured Person arising out of drowning.

4) Exposure

Injury caused solely by an Accident as defined in the Policy the Insured suffers Death or Disablement as a result of exposure to elements beyond his/her control, We will consider such Death or Disablement as having been caused by the Accident.

5) Food and/or Beverage Poisoning

Death of or Injury to the Insured Person caused by food and/or beverage poisoning.

6) Hijack

Death of or Injury to the Insured Person as the result of Hijack or attempted Hijack of the Insured Person during the Period of Insurance. "Hijack" shall mean the unlawful seizure or wrongful exercise control of an aircraft or other conveyance (or of the crew thereof) in which the Insured Person is travelling as a passenger.

7) Intoxication by Alcohol

Death of or Injury to the Insured Person as a result of intoxication by alcohol but excludes liability when the Insured Person is driving whilst intoxicated.

8) Motorcycling

Death of or Injury to the Insured Person consequent upon the use of a motorcycle, motor scooter, moped or mechanically assisted pedal cycle, provided always that We shall not be liable to make any payment for Death or Injury consequent upon racing, speed tests/ trials or competitions.

9) Murder and Assault

Death of or Injury to the Insured Person directly or indirectly caused by any Act of Violence by any person against the Insured Person provided that the Insured Person has not in any way caused and/or contributed to the Act of Violence. "Act of Violence" means murder, attempted murder or physical assault.

10) Snake/Insect Bite (excluding Mosquito Bite)

Death of or Injury to the Insured Person is arising out of bite by snake or other insects (excluding mosquito bite) known to be harmful such as bee, wasp, spider, centipede, scorpion etc.

11) Suffocation through Smoke, Fumes or Poisonous Gas
Death of or Injury to the Insured Person arising from suffocation caused by smoke, fumes or poisonous gas.

WHAT IS NOT COVERED (these Exclusions apply throughout this benefit – Worldwide Personal Accident)

1. Any unlawful act of an Insured Person or his willful exposure to danger (other than in an attempt to save human life), intentional self- Injury, suicide or attempted suicide, while sane or insane.
2. Any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by Accident, except bacterial infection that is the direct result of an accidental cut or wound.
3. Medical or surgical treatment except where such treatment is rendered necessary by bodily Injury within the scope of this Policy.
4. Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
5. Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
6. Pregnancy or childbirth.
7. Effect or influence of drugs not prescribed by a qualified medical practitioner.
8. Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
9. Regular or temporary, military or police duties or fire service of any country.
10. Declared or undeclared war or any act thereof, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or Usurped power.
11. Riot and civil commotion where the Insured Person is actively participating.
12. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
13. Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
14. Insured Person engaging or participating in any professional sports.
15. Insured Person engaging or participating in dangerous activities or sports such as winter sports, skating of any kind, rock climbing, mountaineering (which requires the Use of ropes or guides), potholing, skin diving, parachuting, under water activities necessitating the Use of underwater breathing apparatus, steeple chasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.

BENEFIT P3 - WORLDWIDE PERSONAL LIABILITY

We will indemnify You against all sums which You shall become legally liable to pay as compensation in respect of:

- (a) accidental bodily injury to any person
- (b) accidental damage to property

caused by or through Your personal negligence or fault occurring anywhere in the world and happening during the Period of Insurance but only to the extent of the Limit of Indemnity referred to

in the Schedule in respect of any one accident or occurrence, inclusive of costs and expenses recoverable from You by any claimant in connection with such injury or damage and costs and expenses incurred with Our written consent.

We will also indemnify, in like manner, You, members of Your Family or Your domestic servant residing with You provided that such person(s) is not entitled to the Indemnity under any other Policy and that person(s) shall as though he/she were the Insured observe fulfil and be subject to the terms, exceptions, limitations and conditions of this Policy apply.

In the event of the death of any person entitled to the Indemnity under this Policy, We will in respect of the liability incurred by such person indemnify Your personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms, exceptions, limitations and conditions of this Policy apply.

WHAT IS NOT COVERED (these Exclusions apply throughout this benefit – Worldwide Personal Liability)

We shall not be liable in respect of:

1. injury to any member of Your Household or to any person engaged in Your service by You at the time of sustaining such injury.
2. damage to property belonging to or in charge of/under Your control or of Your servant or agent or of any member of Your Household.
3. injury and/or damage caused directly or indirectly by or traceable to:
 - a) the ownership or possession or use of firearms, aircraft, watercraft (except non-power driven craft used on inland waterways) or any animal (other than a cat or dog).
 - b) the ownership or possession or driving or control of any motor or animal drawn vehicle or mechanically propelled or power assisted cycle.
 - c) the ownership or possession or occupation of land or Buildings other than Your Building specified in the Schedule.
 - d) the pursuit or exercise by or on Your behalf of any trade business or profession.
4. liability which attaches by virtue of any contract or agreement but which would not have attached in the absence of such contract or agreement.

BENEFIT P4 – PETS

DEATH

In the event of death of Your Pet caused by:

- (i) accidental bodily injury by external and violent means
- (ii) humane destruction if certified necessary by a veterinary surgeon as result of accidental external bodily injury

We will pay the purchase price of an animal of the same breed and type as Your Pet if the animal is replaced, or the original purchase price if the animals is not replaced up to but not exceeding in either case the annual aggregate Sum Insured (less any Excess) as shown on the Schedule.

In the event that the market price or the original purchase price of Your Pet cannot be determined, We will pay a cash benefit of RM100.

Exclusions

1. Death caused by illness or disease or old age.
2. Any claims arising in connection with an animal that is less than 8 weeks old or more than 10 years of age in respect of death.
3. Any claims arising in connection with an animal not certified a pedigree.
4. Any incident occurring outside of the Geographical Area.

THEFT

We will pay the original purchase price of an animal of the same breed and type as Your Pet if the animal is stolen or goes missing during the Period of Insurance and is not recovered within 90 days up to but not exceeding in either case the annual aggregate Sum Insured (less any Excess) as shown on the Schedule.

In the event that the market price or the original purchase price of Your Pet cannot be determined, We will pay a cash benefit of RM100.

Exclusions

1. Any claims arising in connection with an animal not certified a pedigree.
2. Any amount if You or the person looking after Your Pet has freely parted with it, even if tricked into doing so, unless anyone was looking after or transporting Your Pet in return for money, goods or services.
3. Any amount if a claim has not been submitted within one year of Your Pet being stolen or going missing.
4. Any incident occurring outside of the Geographical Area.

CONDITIONS APPLICABLE TO THIS BENEFIT

- (i) For the purpose of this benefit, Your Pet shall mean the animal or animals belonging to You is hereby warranted that You are the sole owner of Your Pet.
- (ii) Your Pet is warranted to be in sound healthy condition and free from any injury or physical disability whatsoever at the time of commencement of the insurance. It is further warranted that the animal has received its initial and/or booster vaccinations against distemper hepatitis leptospirosis and parvovirus in the case of dogs and feline infectious enteritis (Pan Leucopaenia) in case of cats or as advised by Your veterinary surgeon.
- (iii) It is hereby warranted that You are the sole owner of Your Pet. This insurance does not insure any animal sold nor any animal wherein any financial interest whatsoever is parted with by You whether temporarily or permanently.
- (iv) For submission of claim for theft of Your pet, You must provide Us the police report as evidence that theft took place.

Claims settlement

We will pay You for all sums payable under this benefit. The maximum amount payable under this benefit shall not exceed the Sum Insured as shown on the Schedule.

EXCEPTIONS APPLICABLE TO BENEFIT 2, BENEFIT P1 to P4

You will not be covered under the following circumstances:

1. Loss or damage directly or indirectly occasioned by or happening through of in consequence of:
 - a) war invasion act or foreign enemy hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
 - b) loss, damage, cost or expenses 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 organization(s) or government(s), committed for political, religious, ideological and similar purposes including the intention to influence any government and/or to put the public, or any section of 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.

In any claim and in any action suit or other proceedings where the Company alleges that by reason of this Exception any loss is not covered by this policy the burden of proving that such loss is covered shall be upon the Insured.

2. Any loss directly or indirectly caused by arising from or in consequence of or contributed to by:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of the presence of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - b) nuclear weapons material.
3. Loss or damage caused by or attributed to the act of:
 - a) cheating; and/or set out in the Malaysian 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'".

- b) criminal breach of trust; as set out in the Malaysian Penal Code.

"Criminal Breach of Trust" as defined in the Penal Code is as follows:

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits 'criminals breach of trust'".

THE FOLLOWING CLAUSES / ENDORSEMENT SHALL APPLY TO AND FORM PART OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO (BENEFITS A2, A3, A4 & A5 ARE APPLICABLE FOR BENEFIT 1- HOUSEOWNER)

BENEFIT A1 - Additional Sum Insured - WORLDWIDE PERSONAL ALL RISK

We will increase the Sum Insured as reflected in the Policy Schedule for Benefit P1 due to Loss or Damage of Personal Effect.

BENEFIT A2 - ACCIDENTAL DAMAGE TO PLATE GLASS

In consideration of the payment by the Insured to the Company of an additional premium, this insurance is extended to cover accidental breakage of glass sheets fitted to the structure of the building subject to terms, exceptions, limits and conditions contained herein.

This insurance is extended to cover accidental breakage of Plate glass, occurring during the period of insurance for:

1. The replacement of Plate glass with glass of similar manufacture or quality or at Our option, We will pay You the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet.
2. The cost incurred in boarding up such breakage for which We are liable.

What is Not Covered

1. Breakage of or damage to frames or framework of any description;
2. Cost of removal or replacement of any fittings or fixtures;
3. Breakage of glass in conservatories, green houses or outbuildings;

4. Breakage of glass which is broken or damaged at the commencement of this insurance;
5. Any consequential loss.

BENEFIT A3 - DAMAGE TO OUTDOOR FIXTURES AND FITTINGS DUE TO NATURAL DISASTER

This insurance is extended to cover loss or damage to metal smoke stacks, awnings, blinds, signs and other outdoor fixtures and fittings including gates and fences under Insured event 7(b).

BENEFIT A4 - RIOT, STRIKE AND MALICIOUS DAMAGE

This insurance is extended to cover Riot, Strike, Malicious Damage. Loss or damage to property insured directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or not) not an occurrence mentioned in item a), b) and c) under the selection "What is Not Covered" of this extension.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimising the consequences of any such act.
5. The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in items a), b) and c) under the section "What is Not Covered" of this extension.

Average

If the property insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this extension is collectively of greater value than the sum insured, then You will be responsible for the difference and will bear a pro-rated share of the amount of loss. This average condition will apply separately for each item insured.

Subject otherwise to the terms and conditions of the Policy.

What is Not Covered

Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
- c) 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 of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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.
In any action, suit or other proceedings, where We 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 You.
- d) In respect of malicious acts, we shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- e) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of kind or description whatsoever.
- f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

- g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

For g) or h) above, We are not relieved of any liability to You in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

BENEFIT A5 - SUBSIDENCE AND LANDSLIP

This insurance is extended to cover loss or damage to the property insured caused by:

- i) Subsidence and/or heave of the site on which the buildings stand or land belonging to; or
- ii) Landslip

Subject otherwise to the terms and conditions of the Policy.

What is Not Covered

We will not pay for loss or damage:

- a) to swimming pools, terraces, patios, drives, footpath, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at same time;
- b) to or resulting from movement of solid floor slabs, unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time;
- c) Directly or indirectly caused by:
 - Coastal or river erosion;
 - Demolition, structural alteration or structural repair;
 - Defective design or inadequate construction of foundations.
- d) This Optional Benefit is subject to the following excess, and is applicable to each and every loss:
 - 5% of the total sum insured or RM25,000.00 whichever is the lower, ascertained after the application of any condition of average.

Note: This insurance can be extended to cover item (a) of this Optional Benefit with payment of additional premium based on a separate sum insured.

GENERAL WARRANTIES

This Policy is subject to the following Warranties:

Restriction of merchandise Warranty (Applicable to Benefit 1 & 2 only)

No part of the Premises should be used for the manufacture or deposit or storage of merchandise during the Period of Insurance.

Premium Warranty

Subject otherwise to the terms, conditions and exclusions of this Policy.

It is a fundamental and absolute special provision of this Policy that the Premium due must be paid and received by Us within sixty (60) days from the inception date of this policy/ Schedule/ Endorsement/ Renewal Certificate.

If this condition is not complied with then this Policy is automatically cancelled and We shall be entitled to the Pro-Rated Premium for the period We have been on risk.

Where the Premium payable pursuant to this warranty is received by Our authorized agent, the payment shall be deemed to be received by Us 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 authorized to receive such premium shall lie on Us.

GENERAL CLAUSES

The following clauses are applicable to Benefit 1, 2 & P1 only

Reinstatement Value Clause

Notwithstanding anything to the contrary contained in the Policy, it is hereby declared and agreed that in the event of the Property stated in the Schedule being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site Property of the same kind or type but not superior to or more extensive than the insured Property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to the liability of Us not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as We may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated herein.
2. until expenditure has been incurred by You in replacing or reinstating the Property destroyed or damaged We shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated herein.
3. if at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril insured under this Policy, then You shall be considered as being Your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. this Memorandum shall be without force or effect if:
 - a) You fail to intimate to Us within six (6) months from the date of destruction or damage, or such further time as We may in writing allow, Your intention to replace or reinstate the property destroyed or damaged; and/or
 - b) You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. no payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated herein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of You which is not upon the identical basis of reinstatement set forth therein.

Property Damage Clarification Clause

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

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

Consequently the following are excluded from this Policy:

1. loss of or damage to data or software, including but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption loss resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence

of insured physical damage to the substance of property, shall be covered; and

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

The following clauses are applicable to Benefit 1, 2, P1 & P2 only

Sanction Limitation Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia.

HOW WE SETTLE YOUR CLAIM

Insurable Interest

Only You have rights to claim from Us, except upon Your death, or by operation of law, the passing of interest of this insurance to another person shall only take effect after We have endorsed the Policy.

No Right of Claim from Any Other Person

Whilst the Policy insures property of Your Family or domestic servant, only You can make a claim on their behalf.

Market Value

We will indemnify You the insured value or the Market Value of the insured property whichever is lower subject to the deduction of any Excess.

Market Value means the value of the property insured at the time of loss or damage less allowance for wear and tear and/or Depreciation.

The Market Value shall be determined by a valuation obtained by Us from the:

- manufacturer, or
- authorized sole agent or agent, or
- authorized broker, authorized distributor, or
- Building contractor, or
- loss adjuster licensed under the Financial Services Act 2013, or
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both You and Us.

The valuation so obtained shall be conclusive in any legal proceedings against Us.

Our Maximum Liability

Our total liability to You in respect of loss or damage during any one Period of Insurance will not exceed the amount stated against each item or in the aggregate, the total Sum Insured specified in the Schedule for each section or such other sum or sums endorsed in this Policy.

Average

If the Market Value of the property insured at the time of any loss is collectively of higher value than the Sum insured stated in the Schedule, then You will be responsible for the difference and bear a proportionate share of the loss. The proportionate sharing of loss will apply separately to each item insured.

Excess

For loss or damage (except by fire) to Your Building by any Insured Event where Excess applies, Excess shall separately apply to:

- a) each Building. All insured Buildings at the same premises stated in the Schedule are considered as one Building.
- b) each incident. If the same Insured Event occurs within seven (7) consecutive days, it is considered the same incident.

Other Insurance

If there is any other Policy covering the same or part of the same loss, damage or liability, We will only pay a proportionate share of the total loss, damage or liability.

Subrogation

We are entitled to undertake in Your name and on Your behalf:

- the full conduct, control and settlement of any proceedings;
- recover compensation or secure Indemnity from any third party in respect of anything covered by this Policy.

at Our own expense and benefit.

Fraud

We will not pay if Your claim is in any way fraudulent whether such fraudulent act is committed by You or persons acting on Your behalf.

Right of Access and Control

On the happening of any loss or damage We are entitled to:

- enter any Building where the loss or damage has happened;
- take and keep possession of the insured property;
- deal with the salvage of the damaged insured property.

However, You shall not abandon the damaged insured property to Us.

Arbitration

Any difference between You and Us, on the amount of any loss of damage, shall be referred to an arbitrator who shall be appointed in writing by You and Us. In case We are unable to agree on a single arbitrator, within two months of being required in writing to do so by either party, then We shall be entitled to appoint an arbitrator each who shall appoint an umpire to preside over their meetings. However, one party is at liberty to appoint a sole arbitrator, should the other party within two months of the written notice fail to appoint the other arbitrator.

The costs of arbitration and awards shall be decided by the arbitrator, arbitrators or umpire.

You and Us clearly agree that the awards by the arbitrator(s), or umpire shall be obtained first before You can commence legal proceedings on Us.

Limit to Three (3) Paying Guests only (Applicable to Benefit 1)

If Your Building is rented out, this Policy is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purpose of Benefit 1 Part 2 item (B) (Additional Benefits - Owner's / Tenant's Liability), these persons are deemed to be members of Your Household.

Payment of Benefits

Any benefits payable under this Policy will be paid to the beneficiary(ies) or nominee(s) named by the Insured or to his legal personal representative upon his death.

HOW TO MAKE A CLAIM

Notice and Proof of Claim

You must immediately notify in writing to Us of any loss or damage and:

- at Your own expense and within 30 days after the incident, deliver to Us a claim in writing with detailed particulars and proofs as We may reasonably require; and
- for loss or damage by theft or attempted theft, You must immediately make a Police report.

Building Plans

If We elect to reinstate any Building, You must furnish Us plans, specifications and quantities as We may reasonably require.

Personal Accident Claims

If any Accident, Injury, Loss or liability happens which may give rise to a claim, You must:

- give written notification to Us of any bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the Injury immediately in the case of death or within twenty one days of the occurrence in the case of bodily Injury.
- ensure that proper medical and surgical advice is obtained and followed by You or Your family members as soon as possible after any Accident or Injury.
- at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require.

We are entitled to request:

- an examination by a medical referee appointed by Us for a non-fatal Injury
- a post-mortem examination in the event of death.

Liability Claims

You shall upon receiving any notice of any accident or claim from other parties, give Us immediate notice in writing and as soon as possible supply Us full particulars in writing.

You shall send to Us immediately any writ, summons or other legal process issued or commenced against You and provide all necessary information and assistance to enable Us to settle or resist any claim or institute proceedings.

You shall not without Our written consent:

- admit or repudiate any claim or liability;
- offer or negotiate to pay a claim.

YOUR RESPONSIBILITY (APPLICABLE TO ALL SECTIONS)

Duty of care

You shall use all reasonable diligence and care to keep the Premises in proper state of repair. As owner of the Building, You shall make good as soon as possible any defect discovered and shall, in the mean time, take additional precautions to prevent injury, loss or damage.

We will not be liable for any injury, loss or damage caused by Your failure to remedy such defect after receiving notice from Us or from any person or public body.

Reinstatement of Sum Insured

After a loss, the full Sum Insured of this insurance shall be maintained.

You are required to pay an additional Pro-Rata Premium based on the amount of loss calculated from the date of loss to the expiry date of insurance.

Unvalued Policy Clause

This is an unvalued Policy. You must prove to the satisfaction of the Company the value of the property at the time of the happening of its destruction or the amount of such damage.

HOW YOUR POLICY MAY BE CANCELLED

You may cancel this Policy at any time by giving Us notice in writing. You shall be entitled to a refund of Premium after We have charged You based on Our Customary short-period rates or minimum Premium payable under the Policy, whichever is higher.

We may also cancel this Policy at any time by giving You seven days' notice in writing and will refund the Pro-Rata Premium equal to the unexpired Period of Insurance.

IMPORTANT

Remember to maintain an adequate sum insured on Your Contents or Personal Belongings when new articles are bought. You are compensated on replacement basis, except for clothing, shoes and household linen.