



SmartHome Optimum

IMPORTANT NOTICE

This is Your **SmartHome Optimum** 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 BNMTLELINK 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.

“**Robbery and hold up**” means that the items insured are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against **You**, or persons living with **You** in a common household, or other persons authorized to be on **Your** premises.

“**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.

“**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.

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

“**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.

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.

**SECTION A - 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> <p>1) fire, lightning, thunderbolt, subterranean fire</p> <p>2) explosion</p> <p>3) aircraft and other aerial devices and/or articles dropped therefrom</p> <p>4) Impact with any of the Buildings:</p> <p>i) For Your Building, by any road vehicle or animals not belonging to or under the control of:</p> <ul style="list-style-type: none"> • You; or • Your Family member. <p>ii) For block of flats or apartments, by any road vehicles or animals not belonging to or under the control of:</p> <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>
5) bursting or overflowing of domestic water tanks, apparatus or pipes	<p>a) the Excess is RM50.00</p> <p>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>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.</p> <p>b) loss or damage due to theft by Your domestic servants or any member of Your Family.</p>
7) hurricane, cyclone, typhoon, windstorm	<p>a) the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser</p> <p>b) loss or damage to:</p> <p>i) any Building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;</p> <p>ii) metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.</p>
8) earthquake, volcanic eruption	the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser
9) Flood	<p>a) the Excess is the first one (1) per cent of the total Sum Insured on Buildings or RM200.00 whichever is lesser</p> <p>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	

**SECTION A - HOUSEOWNER
PART 2 - ADDITIONAL BENEFITS**

(A) Rent Insurance

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) Liability to the Public

What is Covered

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:

- a) liability as owner of the insured **Building** caused by a defect in the **Buildings**.
- b) liability as an Occupier in respect of accidents which occur in or about **Your Building**.

Our limit of liability shall not exceed RM50,000.00 any one accident or series of accidents constituting one **Occurrence** in respect of **Buildings**.

Geographical Area: Malaysia

We will also indemnify **You** or **Your** Spouse:

- 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**.
- ii) Legal costs and expenses incurred by **You** or **Your** Spouse with **Our** consent.

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**.

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**.

What is Not Covered

- a) Any claim brought against **You** or **Your** Spouse, in any country in courts outside Malaysia.
- b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- c) **We** shall not be liable for injury or damage arising out of or incidental to:
 - 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.

**SECTION A - 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 or 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 or persons, whether acting alone or on behalf of or in connection with any organizations 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 is caused directly or indirectly, of any of the said **Occurrences** shall be deemed to be loss, damage or a contingency which is not covered under the **Policy**. **You** have to prove that such loss, damage or other contingency happened independent 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 Conditions 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 ionising 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.

SECTION A - HOUSEOWNER PART 4 - CLAUSES

The following clauses are applicable to Section A:

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 Section A.

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 items 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.

SECTION B - HOME CONTENTS ALL RISKS

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**.

SECTION B - HOME CONTENTS ALL RISKS PART 1 - ADDITIONAL BENEFITS

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

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

SECTION C - WORLDWIDE PERSONAL ALL RISKS

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.

EXCEPTIONS APPLICABLE TO SECTION B & C

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.
 - (d) delay confiscation or detention by Customs or other Government Officials or authorities.
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) Section B
 - 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 Section B.
- (b) Section C
 - an **Excess** of RM150 of each and every loss.

SECTION D – WORLDWIDE FAMILY 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.

SECTION D - WORLDWIDE PERSONAL LIABILITY PART 1 - EXCEPTIONS

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/or 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.

EXCEPTIONS APPLICABLE TO SECTION B, C & D

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'".

PART 2 - GENERAL WARRANTIES

This **Policy** is subject to the following **Warranties**:

Restriction of merchandise Warranty (Applicable to Section A & B 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**.

PART 3 - GENERAL CLAUSES

The following clauses are applicable to Section A, B & C 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 of 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**:

- (a) 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
- (b) 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.

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 WILL 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 or 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 Section A)

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 Section A Part 2 item (B) (Additional Benefits - Liability to the Public), these persons are deemed to be members of **Your Household**.

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.

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 SECTIONS A & B)

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**.