



SmartHome Plus Policy

IMPORTANT NOTICE

This is to your **SmartHome Plus** Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA Affin General Insurance Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: customer.service@axa.com.my
2. If you are still not satisfied with the way any issue has been handled you can:
 - (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.

SECTION 1 & 2 HOUSEOWNER & HOUSEHOLDER

GLOSSARY

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.

“**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 **Schedule**.

“**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 on the **Schedule** or in any selected Optional Benefits.

“**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**” means any person(s) who normally reside with **You**.

“**Fixtures**” and “**Fittings**” means 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**.

“**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, also any outbuildings on the premises if such buildings are 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. The expiry date is 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 and **Schedule**.

“**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** where both 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 amount **You** have insured on either **Your** building, **Your** contents (including specified contents) as shown on the **Schedule**. This shall include the Additional Benefits and 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**” means either restriction or obligation that the **Policy** imposes on **You**. A 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**” means the insurance company .

“**You and Your**” means the person(s) named on the **Schedule** as the insured.

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 **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 Glossary.

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

YOUR DUTY TO INFORM US

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 this 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.

INSURING CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

We will Insure the Buildings and/or Contents as shown on **Your 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 and/or **Your** contents caused by an **Insured event**.

Your Schedule will show if **You** have insured **Your** building, **Your** contents or both.

Your Building

“**Buildings**” means buildings of a Private Dwelling House 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**.

Private Dwelling House shall also refer to buildings of Flats and Apartments.

When Blocks of Flats or Apartments are insured, Private Dwelling House will refer to the Private Flats or Apartments.

INSURING CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

Your Contents

“**Contents**” means Household goods and **personal effects** of every description, belonging to **You** or any member of **Your family** normally residing with **You** contained in the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same **premises** specified on the **schedule**.

What is Covered

The cover for the contents is **limited to**:

- a) 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;
- b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total **Sum Insured** on Contents.

What is Not Covered

The cover for the contents **will not include**:

- a) Part of the structure or ceiling, wallpapers or anything similar;
- b) Property insured under more specific policies;
- c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the **Schedule**.

APPLICABLE WARRANTIES (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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

Restriction of Merchandise Warranty

No part of the **premises** should be used for the manufacture or deposit or storage of merchandise during the **period of insurance**.

Premium Warranty

Premium due to **Us** must be paid and received by **Us** within **sixty** (60) days from the inception date of this **policy/endorsement/renewal certificate**.

If the condition is not complied with, this contract shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the period **We** provide the cover.

Where the **premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this **warranty**.

The onus of proving that the **premium** payable was received by a person, including an insurance agent who was not authorised to receive such **premium**, shall lie with **Us**.

INSURED EVENTS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

What is Covered	What is Not Covered
<p>We will provide cover for loss or damage to Your Building and/or Contents 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"> i) For Private Dwellings, 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. ii) 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 Flats or Apartments. 	<p>We will not provide cover for loss or damage to Your Building and/or Contents as follows:</p>
5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes	<ol style="list-style-type: none"> a) The Excess amount is RM50.00. b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt	<ol style="list-style-type: none"> a) If the Private Dwelling House 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.
7) Hurricane, Cyclone, Typhoon, Windstorm	<ol style="list-style-type: none"> a) The Excess amount is the first one (1) per cent of the Total Sum Insured on Buildings or RM200.00 whichever is less. 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.
8) Earthquake, Volcanic Eruption	The Excess amount is the first one (1) per cent of the Total Sum Insured on Buildings or RM200.00 whichever is less.
9) Flood	<ol style="list-style-type: none"> a) The Excess amount is the first one (1) per cent of the Total Sum Insured on Buildings or RM200.00 whichever is less. b) Loss or damage to buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
10) Robbery and hold up in the premises of Your property	

ADDITIONAL BENEFITS

This refers to additional benefits provided to **You** without any additional **premium**, but which are subject to the terms and conditions of the **Policy**.

Applicable for Contents

Applicable if **Your Policy** insures **Your Contents** only:

(A) Contents Temporarily Removed	
<p>What is Covered</p> <p>You are covered for an Insured event when the contents are temporarily removed from Your Private Dwelling, but remaining within the Geographical Area, provided such contents are not covered under another insurance policy.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the Total Sum Insured on Contents.</p>	<p>What is Not Covered</p> <p>a) Contents removed for sale or exhibition. b) Contents placed at furniture storage area. c) Losses due to Insured event 7 (hurricane, cyclone, typhoon, windstorm), Insured event 8 (earthquake, volcanic eruption) and Insured event 9 (flood) whilst the contents are in transit.</p>
(B) Breakage to Mirrors	
<p>What is Covered</p> <p>You are covered for breakage of mirrors whilst in the Private Dwelling.</p> <p>The limit of liability is RM500.00 per piece any one accident.</p>	<p>What is Not Covered</p> <p>a) Hand Mirrors</p>
(C) Compensation for Death	
<p>What is Covered</p> <p>You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.</p> <p>If there are more than one (1) named insured, We will be liable for a pro-rate proportion of the compensation. For a Corporation, You must nominate a person or persons and lodge their name(s) with Us.</p> <p>The limit of liability of this benefit is RM10,000.00 or one half of the Total Sum Insured on Contents whichever is less.</p>	<p>What is Not Covered</p>
(D) Servants Property	
<p>What is Covered</p> <p>You are covered for loss or damage caused by an Insured event to clothing and personal effects of Your domestic servant(s), who stay with You or Your family within the Geographical Area as stated on the Schedule, provided such contents are not insured under another insurance policy.</p>	<p>What is Not Covered</p> <p>a) Cash, currency notes, bank notes and stamps.</p>

ADDITIONAL BENEFITS

Applicable for Buildings and/or Contents

Applicable if **Your** Policy insures either **Your Building** and/or **Contents**

(E) Rent Insurance	
<p>What is Covered</p> <p>As an Owner, You are covered for loss of rent in the event Your Private Dwelling House 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 Buildings and/or Contents.</p> <p>This benefit is in additional to the Total Sum Insured as stated on the Schedule.</p>	<p>What is Not Covered</p>
(F) Liability to the Public	
<p>What is Covered</p> <p>We will indemnify You or Spouse Your 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 the private dwelling house.</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 Spouse:</p> <p>i) Legal costs and expenses recoverable from You or 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 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 Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.</p>	<p>What is Not Covered</p> <p>a) Any claims brought against You or 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 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 Flats or Apartments; • 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.

GENERAL EXCEPTIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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 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.

HOW WE WILL SETTLE YOUR CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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.

Limit to Three (3) Paying Guests only

This **Policy** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – F) Liability to the Public, these persons are deemed to be members of **Your Household**.

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
- authorised sole agent or agent, or
- authorised broker, authorised 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 on the **Schedule** 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 proportional share of the loss. The sharing of proportional loss will apply separately to each item insured.

Excess

For loss or damage (except by fire) to the Buildings of the Private Dwelling House 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 are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

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 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 on the amount of any loss or damage between **You** and **Us** shall be referred to an arbitrator who shall be appointed in writing by **You** and **Us**. In case **You** and **Us** are unable to agree on a single Arbitrator, within two months of being required in writing to do so by either party, then **You** and **Us** 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, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

HOW TO MAKE A CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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;
- 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 FOR BUILDINGS AND/OR CONTENTS)

Duty of care

You shall use all reasonable diligence and care to keep the **premises** in proper state of repair. As owner of the Private Dwelling, **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 **You** failing 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 (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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**.

SECTION 3 ALL RISKS- Personal Belonging

3.1 By Personal Belongings We mean any personal item owned by You or for which You are legally responsible in so far as they are not otherwise insured which include the following:

3.1.1 Sports Equipment means any personal item You use to take part in a sport activity

3.1.2 Mobile Phones

3.1.3 Computer Laptops, Video Cameras, Digital Cameras

3.1.4 Pedal Cycles means all Pedal Cycles (other than motor assisted pedal cycles)

3.2 your Personal Belongings are insured against loss or damage occurring within Geographical Area and while temporarily elsewhere in the custody or control of the Insured Person provided that the period for which the Insured is outside of the Geographical Area does not exceed 90 consecutive days in any period of Insurance.

Exclusions

- the first amount of each and every loss or damage unless specifically mentioned.
- Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, renovation or restoration, depreciation, atmospheric or climatic conditions, gradually operating cause, repair or mechanical or electrical breakdown.
- Whilst in Your Home, loss of or damage to Your Personal Belongings except where there is forcible and violent entry or exit, while Your Home or any part of it has been occupied for more than 90 consecutive days by anyone other than the Insured Person or resident domestic employees.
- Any motorized vehicles, caravans, trailers, aircraft, hovercrafts, jet-skis or boats, watercraft or parts or accessories for any of them (other than entertainment equipment You can take with You when You leave Your vehicle),
- Loss or damage to items in unattended vehicles unless vehicles are securely locked.
- Any documents or certificate which is proof of money owed to You.
- Property used for any trade or business purposes.
- China, glass, pottery and other items of a brittle nature.
- Contact lens, camping equipment,
- Cash, money, credit cards,
- Pets and livestock.
- Any item more specifically insured,
- Loss or damage while Pedal Cycles are being used for racing
- Theft of unattended cycles unless in a building or securely locked.

Claims Settlement

We will pay the cost of replacement as new except for:

- i) Clothing, shoes and household linen where a deduction for wear and tear will be made
- ii) Items that can be economically repaired (including clothing, shoes and household linen) where cost of the repair will be paid.

The maximum amount We will pay in respect of any one claim under this Section is the Sum Insured (less any Excess), subject to any other limit shown on the Schedule.

If at the time of any loss or damage the total cost of replacing all the Personal Belongings as new is greater than the maximum Sum Insured on Personal Belongings, We will pay only that proportion of the loss which the maximum Sum Insured on Personal Belongings bears to the replacement cost.

CLAUSES

The following clauses are applicable to Section 1, 2 and 3

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 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, 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 losses 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

- B. Loss or damage resulting from an impairment in the function availability range of use or accessibility of data software or computer programs and any business interruption losses resulting from such loss or damage

Subject otherwise to the Terms and Conditions of the Policy.

RESTRICTION OF MERCHANDISE WARRANTY

It is warranted that during this Period of Insurance, no part of Your Home be used for the manufacture or deposit or storage of merchandise.

NO. 42b DATE RECOGNITION CLAUSE

It is noted and agreed this policy is hereby amended as follows:

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, 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, whatever the property of the Insured or not, and whatever occurring before, during or after the year 2000 that results from the failure or instability of such device and/or software as listed above to:
 1. Correctly recognize any date as its true calendar date;
 2. Capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date and/or
 3. Capture, save, retains or correctly processes any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes us loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, 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 the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, 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 peril as defined in the policy.

Subject otherwise to the Terms and Conditions of this Policy.

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.

SECTION 4 PERSONAL & EMPLOYER'S LIABILITY

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

- 1) accidental bodily injury
- i2) accidental loss of or damage to property

happening during the Period of Insurance incurred solely in a personal capacity (not as occupier or owner of the Home) within the Geographical Area whilst temporary elsewhere provided the period for which You are outside of the Geographical Area does not exceed 90 consecutive days in any Period of Insurance.

We will treat as though he were the Insured any Insured Person (including domestic servants) provided that such person:

- a) is not entitled to indemnify under any other Policy
- b) shall as though he were the Insured observe, fulfill and be subject to the terms, conditions and limitations of this section insofar they can apply

Provided always that We will not indemnify You in respect of any liability arising from any action or damage brought in any Court of Law outside of the Geographical Area.

Exclusions

- Injury or damage caused by or arising in connection with the ownership, possession or use by or on behalf of the insured or motorized vehicles (except golf buggies), caravans, trailers, aircraft, hovercraft, jet-skis or boats or watercraft.
- Injury to any employee or any claim arising under any Workmen's Compensation Law.
- Injury (including death, disease or illness) to any of the Insured or his family member.
- Damage to
 - i) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
 - ii) property owned leased, rented or occupied by the insured or his family member
 - iii) property belonging to, held in trust by or in the custody or control of the Insured or his family member or member of his household or of his employees.
- Liability assumed by agreement unless the liability would have existed without agreement.
- Injury or damage arising out of the employment, profession, employment or business of any of the Insured.
- Injury or damage directly or indirectly caused by or arising out of Pollutants which commences during any Period of Insurance and is
 - i) detected within 7 days of the commencement, and
 - ii) reported to the Company within 7 days of its being detected.

For the purpose of this Exception, Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed and the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

- Claims, damages, aggravated exemplary or punitive damages.
- Any liability for injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives as asbestos. That part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivative of asbestos.

4.2 Employer's Liability to Domestic Servant

We will indemnify You against all sums which You shall be legally liable to pay as compensation under Workmen's Compensation Legislation and at Common Law in respect of accidental bodily injury occurring to domestic servant arising out of and in the course of his employment by You during the Period of Insurance:

Our liability for compensation:

- 1) under Workmen's Compensation Legislation shall be as stated in the Statute current at the date of the occurrence giving rise to the claim
- 2) in respect of any claim resulting from one original cause at Common Law shall not exceed the maximum limit stated on the Schedule.

Exclusions

- Liability assumed by agreement unless the liability would have existed without the agreement.
- Your liability to employees of independent contractors engaged by the insured.
- Any employee of the Insured who is not a "workman" within the meaning of the Legislation.
- Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- Any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the insured is liable under the Legislation.
- Any incapability or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.
- Any injury for injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivative of asbestos. That part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

For the purpose of this section, Workmen's Compensation Legislation shall mean the following:

Workmen's Compensation Ordinance 1952
Workmen's Compensation (Amendment) Ordinance 1956
Workmen's Compensation (Amendment) Act 1976 Modification of Laws (Workmen's Compensation)(Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

Including subsequent amendments to the said Enactment and Ordinance passed prior to the date of issue of the Policy or renewal thereof

Claims settlement

We will pay you for all sums not exceeding the amount stated on the Schedule which You shall become legally to pay as compensation in respect of any liability under this Section:

- For one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause
- All claims in respect of release (including discharge dispersal seepage migration and escape) of Pollutants which commenced during such Period of Insurance

We will also pay defence costs and expenses incurred with Our written consent.

In the event of Your death, We will indemnify Your legal representative in respect of liability incurred by You and covered by this section provided that the legal personal representative observes the Terms of the Policy as far as they can apply.

SECTION 5 PERSONAL ACCIDENT

5.1 If during the Operative Time in any Period of Insurance the Insured Person shall:

- a) suffer Accidental Bodily Injury which shall independently of any other cause result within two years either in the Death, Permanent Disablement or incurring of Medical Expenses or the confinement to Hospital for which the Benefit is claimed
- b) be hospitalized due to sickness We will pay the appropriate Benefit selected to the insured:

BENEFITS

- 1) **Death** – 100% of the Sum Insured shown on the Schedule
- 2) **Disablement** – The percentage of the Sum Insured shown on the Schedule

Scale of Permanent Disablement Benefit

The permanent Disablement Benefit shall be a percentage of the Sum Insured for Permanent Disablement equivalent to the degree of Disablement. The following scale states the percentage appropriate to the forms Permanent Disablement specified therein. For permanent Disablement not specified the degree of Disablement shall be assessed by comparison with the percentage shown in the scale without taking into account the Occupation of the Insured Person. The company reserves the right to adopt a percentage of Disablement which, in its own opinion, is not inconsistent with the provisions of this scale.

Table of Benefits		
<u>Permanent Disablement pays the following percentage of the amount of Benefits</u>		
		Sum Insured
(i)	Permanent Total Disablement from gainful employment of and every kind	100%
(ii)	Loss of one or more Limbs	100%
(iii)	Loss of one or both Eyes	100%
(iv)	Loss of a Lens of one Eye or Loss of Sight of one Eye except the perception of light	50%
(v)	Loss of hearing	75% 25%
	- both ear	
	- one ear	
(vi)	Loss of speech	75%
(vii)	Removal of the Lower Jaw by surgical operation	50%
(viii)	Loss of Thumb	25% 10%
	- two phalanges	
	- one phalanx	
(ix)	Loss of Index Finger	15% 10% 5%
	- three phalanges	
	- two phalanges	
	- one phalanx	
(x)	Loss of other Fingers	12% 8% 4%
	- three phalanges	
	- two phalanges	
	- one phalanx	
(xi)	Loss of Big Toe	10% 5%
	- two phalanges	
	- one phalanx	
(xii)	Loss of each other Toe	2%
(xiii)	Permanent Disablement to genitalia	10%

- 3) **Temporary Total Disablement** (from usual Occupation)
The Sum Insured shown on the Schedule
- 4) **Temporary Partial Disablement** (from usual Occupation)
The Sum Insured shown on the Schedule
- 5) **Medical Expenses**
Reimbursement of up to the Sum Insured shown on the Schedule necessarily incurred in the treatment of the Insured Person in respect of any one accident to any one Insured Person.

This benefit includes the reimbursement of expenses incurred
 - i. for sinseh or traditional treatment up to RM250.00 per accident
 - ii. due to insect bite or mosquito bite up to the Sum shown on the Schedule or RM 2,000.00 in respect of any one incident, whichever is the lower
- 6) **Hospital Cash (Accident)**
Payment of the Sum Insured shown on the Schedule for a maximum of 100 days in all not necessarily consecutive resulting from any one accident
- 7) **Hospital Cash (Sickness)**
Payment of the Sum Insured shown on the Schedule for a maximum of 100 days in all not necessarily consecutive resulting from any one sickness
- 8) **Repatriation Expenses**
In the event that the Benefit 1 (Death Benefit) shall become payable the Company will in addition reimburse You for the cost incurred in respect of conveyance of the mortal remains of any Insured Person from anywhere in the world to his/her own place of residence within Geographical Area up to the amount stated on the Schedule
- 9) **Funeral Reimbursement**
In the event that the Benefit 1 (Death Benefit) shall become payable the Company will in addition pay You for funeral Expenses for each Insured Person to the amount stated on the Schedule
- 10) **Air Fare Reimbursement**
In the event at an Insured Person sustaining any Accidental Bodily Injury and treatment outside of the Geographical Area is required the Company will reimburse You for the cost of one economy class return ticket up to the amount stated in the Schedule.

This is provided always that adequate medical facilities for the treatment of that injury are not available in Malaysia.

Exclusions

- Accidental Bodily Injury sustained
 - (i) while the Insured Person is engaging in (or practicing for or taking part in training peculiar to) any of the following activities:

<ul style="list-style-type: none"> • Aqualung Diving • Hunting • Ice Hockey • Pot-holing • Sport as a professional • Winter Sport • Boxing • Climbing • Flying except Air Travel • Racing • Power Boating 	<ul style="list-style-type: none"> • Use of Wood-working Machinery • Wrestling • Bungee Jumping • Motor Competition • Polo • Show Jumping • Water Ski-jumping and tricks • Yachting beyond 5 kilometers off the coastline
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 - (ii) by any Insured Person before such Insured Person attains the Lower Age Limit or after the expiry of the Period of Insurance during which such Insured person attains the Upper Age Limit.
 - (iii) from the Insured's own criminal or unlawful activity, including but not limited to driving in excess of prescribed alcohol limits, use of illegal drugs, burglary, etc.

- Accidental Bodily injury consequent upon the Insured Person committing suicide or attempting to commit suicide or willfully exposing himself to needless peril except in an attempt to save human life.
- Accidental Bodily Injury, caused by the Insured Person:
 - i. having taken a drug unless the drug is taken in accordance with proper medical advice and not for the treatment of drug addiction.
 - iii. suffering from pre-existing physical or mental defect on infirmity which had not been declared to and accepted in writing by Us
 - iii. suffering from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
- Accidental Bodily Injury, Death, Disablement or Medical Expenses or confinement to hospital caused by:
 - i. illness or disease (not resulting from Accidental Bodily Injury)
 - ii. any naturally occurring condition or degenerative process
 - iii. any gradually operating cause.
- Death, Disablement or Medical Expenses or confinement to hospital resulting from or is contributed to by pregnancy (including child birth) of the Insured Person.
- Hospital Cash (Sickness) Benefits arising from an illness or condition of the Insured Person known to exist at the commencement of the insurance or for which the Insured Person has received advice or treatment during the twelve (12) months prior to the commencement of the insurance.
- Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in intention to influence any government and/ or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. If the Company alleges that by person of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

5.2 Conditions Applicable To This Section:

- i) Benefit shall only be payable in respect of any one Insured Person under either Benefit 1 or 2 in connection with the same accident
- ii) If a claim is made in respect of Benefit 1 or 100% of Disablement by Benefit 2 the Policy ceases to apply in respect of that Insured person
- iii) Before We will pay for the Permanent Total Disablement from gainful employment of any & every kind, such disablement shall have lasted 104 weeks and have been proven to our satisfaction to be permanent and without expectation of recovery. However, if it can be proven to our reasonable satisfaction the total disability is permanent, We may at our discretion pay the benefit before the expiry of the 104 weeks.

- iv) If no Death Benefit is included in respect of the Insured Person no Benefits shall be payable under Benefit 2 until at least thirteen (13) weeks after the date of the accident and such Benefit shall then only be payable if the death Benefit would not if included have become payable during the thirteen (13) weeks as a result of the accident if a Death Benefit is included but is less than the appropriate amount under Benefit 2 the amount payable for under Benefit 2 shall not exceed the Death Benefit until thirteen (13) weeks have elapsed from the date of the accident and the balance shall then only be payable if the Death Benefit has not in the meantime become payable as a result of the accident
- v) No sum payable under this Policy shall carry interest
- iv) No benefit shall be payable due solely to inability to take part in sports or pastimes
- ivii) Loss of Limb or Eye or Speech or Hearing must be proven to our reasonable satisfaction to be permanent and without expectation of recovery before We will pay Benefits 2 (ii), (iii), (iv), (v) and (vi).

5.3 5 Year Renewal Bonus

The Sum Insured for Death and Permanent Disablement as specified in the Schedule will be increased by 10% each year, up to a maximum of 50% on Sum Insured shown in the Schedule, provided that:

- (a) the total of the Sum Insured shown in the Schedule and the Renewal Bonus shall not exceed **RM1,500,000** and
- (b) no claim has been made upon renewal of the Policy

It is further agreed that in any event resulting in the payment of claim(s) on any Benefit under this Policy, this Renewal Bonus will be forfeited in respect of that Insured Person and the renewal Sum Insured for Death and Permanent Disablement shall revert back to the Sum Insured as shown in the Schedule and shall thereafter be increased in the manner as described above.

Subject otherwise to the terms and conditions of the Policy.

5.4 Definitions Specific to this Section

- i) **Accidental Bodily Injury** shall not include sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause
- ii) **Air Travel** shall mean travelling as a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between property established and maintained airports
- iii) **Amateur** shall mean a person who participates in a sport solely for social and pleasure purpose and receives no financial gain or reward from or payment for participation other than the reimbursement of reasonable travelling and/or other pocket expenses.
- iv) **Climbing** shall mean mountaineering or rock or cliff climbing necessitating the use of ropes or guides
- v) **Death Disablement or Medical Expenses** as the direct result of exposure of the Insured Person to the elements shall deemed to have been caused by Accidental Bodily Injury
- vi) **Hospital** shall mean any institution which:
 - i) maintains permanent and full-time facilities for the care of overnight resident patient
 - ii) has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured or sick persons by or under the supervision of a staff of medical Practitioners
 - iii) continuously provides 24 hours a day nursing service
 - iv) is not other than incidentally a hotel, rest home, nursing home convalescent home place for custodial care home for the aged by or under the supervision of a staff of Medical Practitioners
- vii) **Loss of Eye** shall include total and irrecoverable loss of sight

viii) Loss of Limb shall mean

- i) in the case of an upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand
- ii) in the case of a lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot

ix) Loss of Speech shall mean total permanent inability to communicate verbally

x) Lower Age Limit shall mean age 6 months old and **Upper Age Limit** shall mean age 65 years old

xi) Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all nursing home and ambulance charges

xii) Medical Practitioner shall mean a legally qualified Medical Practitioner, other than an Insured person or a member of their immediate family

xiii) Motor Competition shall not include motor treasure hunt

xiv) Occupation shall mean the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge or by training

xv) Operative Time shall mean any time

xvi) Power Boating shall mean the use of any combination of boat and engine capable of travelling faster than thirty knots

xvii) Racing shall not include racing on foot, swimming or racing in dinghies

xviii) Sport as a professional shall mean the playing of any sports in professional competition or tournament or as a professional instructor, sport as a professional shall not include playing for association or club as a Amateur

xix) Temporary Partial Disablement means a state of incapacity resulting from the Insured Person suffering Accidental Bodily Injury which temporarily prevents the Insured Person from engaging in a substantial part of his/her Occupation

xx) Temporary Total Disablement means a state of incapacity resulting from the Insured Person suffering Accidental Bodily Injury which temporarily totally prevents the Insured Person from engaging in his/her Occupation. If the insured Person has not Occupation, then the Temporary Total Disablement must require confinement to home or hospital under the orders of a Medical Practitioner

xxi) Winter Sports shall not include curling or skating

xxii) Wood-working Machinery shall not include portable tools applied by hand and used solely for private purposes without reward

xxiii) Wrestling shall include judo, karate and any form of unarmed combat

Claims settlement

We will pay You or legal personal representative the amounts stated on the Schedule.

SECTION 6 PET INSURANCE

6.1 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 **RM 100**.

Exclusions

- Death caused by illness or disease or old age.
- 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.
- Any claims arising in connection with an animal not certified a pedigree.
- Any incident occurring outside of the Geographical Area.

6.2 VETERINARY FEES

We will pay You for veterinary fees including treatment expenses as a result of accidental bodily injury to your Pet up to but not exceeding the annual aggregate Sum insured (less any Excess) as shown on the Schedule in respect of each and every accident during the Period of Insurance.

Exclusions

- The first RM50 for each and every claim.
- Veterinary fees incurred in connection with
 - i) Preventive vaccinations or preventive treatment congenital or hereditary treatment
 - ii) Spaying or castration
 - iii) Whelping or kitting or conditions arising directly or indirectly therefrom
 - iv) Any illness arising within 10 days of the commencement of the insurance

6.3 RECOVERY EXPENSES

We will pay You the cost of advertising for the recovery of Your lost or strayed Pet up to but not exceeding the annual aggregate Sum Insured (less any Excess) as shown on the Schedule in respect of each and every accident during the Period of Insurance.

Exclusions

- The first RM50 for each and every claim
- Offers of reward for lost and found

6.4 CONDITIONS APPLICABLE TO SECTION 6

- i) For the purpose of this section, Your Pet shall mean the animal or animals belonging to You as described in the Schedule.
- 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 or 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.

Claims settlement

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

SECTION 7 ADDED VALUE COVER

7.1 We will cover You for the following if you have effected insurance under Section 1 of the Policy:

7.1.1 LOCKS AND KEYS

By Locks and Keys We mean locks and keys of external doors, windows and safes and alarms of the Home.

Lock and keys are insured against accidental loss or damage of the keys.

Claims settlement

We will pay the cost for replacement of the lock mechanism or at our option change the locks in respect of any one claim under this Section not exceeding the Sum Insured (less the Excess) as shown on the Schedule.

7.1.2 METERED WATER

By Metered Water We mean water that is supplied to Your Home which is regulated by a meter and is chargeable to You including the cost of repairing or replacing the damage pipes and meter.

Metered Water is insured against any loss or damage.

Claims settlement

We will pay for the cost of repair or replacement of any damaged pipes and meter including extra cost of metered water charged in excess of the bimonthly bill. The maximum amount payable under this Section shall not exceed the Sum Insured (less the Excess) as shown on the Schedule.

7.1.3 SATELLITE DISH, SOLAR HEATER, AIR-CONDITIONER COMPRESSOR

This Section protects the following equipment:

- Satellite Dish- by this We mean the external equipment of Your satellite television system.
- Solar Heater- by this We mean the external solar heating panels of Your hot-water supply system
- Air-Conditioner Compressor- by this We mean the external compressor is insured against any loss or damage.

Claims settlement

We will pay the cost of replacement of any Satellite Dish, Solar Heater, Air-Conditioner Compressor under this Section shall not exceed the Sum Insured (less the Excess) as shown on the Schedule

7.2 We will cover You for the following if you have effected insurance under Section 2 of the Policy:

7.2.1 TRANSIT COVER

By Transit Cover We mean Your Contents are insured against loss or damage whilst the Contents are removed directly from Your Home to a new Home but remaining in the Geographical Area.

Exclusions

- Lost or damage to Contents in unattended vehicles are securely locked
- Property sent by post, sea or air.

Claims settlement

We will pay You the cost of replacement of items lost or damaged. The maximum amount payable under this Section shall not exceed the Sum Insured (less the Excess) as shown on the Schedule.

7.2.2 FREEZER FOOD

By Freezer Food We mean food in Your Home contained in a domestic deep freezer cabinet provided that the freezer cabinet is not more than ten (10) years old.

Freezer Food is insured against loss or damage caused by a rise or fall in temperature.

Exclusions

- Loss or damage resulting from the deliberate act withholding or restricting of any power supply by authority.

Claims settlement

We will pay You the reasonable cost of replacement of Freezer Food and of hiring of temporary alternative freezer space. The maximum amount payable under this Section shall not exceed the Sum (less the Excess) as shown on the Schedule.

7.2.3 WEDDING/FESTIVE/SEASONAL GIFTS

By Wedding/Festive/Seasonal Gifts We mean gifts received by You as wedding or festive or seasonal gifts.

We will automatically increase the sum insured on Your Contents by RM500 to include Wedding/Festive/Seasonal Gifts and We insure the Gifts against loss or damage during:

- a) the period one (1) month before or one (1) month after a wedding of an Insured Person when they are:
 - i) Kept in Your Home
 - ii) Kept in the building the wedding reception is held
 - iii) Kept in the new home of the bride and groom
 - iv) Being transported between any of the places described above
- b) the period one (1) month before or one (1) month after a gazette recognized festive or seasonal occasion when the Gifts are kept in Your Home.

Claims settlement

We will pay the cost of replacement of the gifts. The maximum amount payable under this Section shall not exceed the Sum Insured (less the Excess) as shown on the Schedule

7.2.4 LOSS OF CREDIT CARDS, PASSPORT AND IDENTITY CARD

This Section protects the following

- Credit Cards- by this We mean any credit or charge card issued within the Geographical Area to the Insured Person
- Passports- by this We mean an official travel document issued to the Insured Person by a recognized Government body
- Identity Cards- by this We mean an official identification document issued to the Insured Person by the Government of Malaysia

Your Credit Cards, Passports and/or Identity Cards are insured against any loss or damage.

Claims settlement

We will pay the cost of expenses for the replacement of Your Credit Cards, Passports and/or Identity Cards. The maximum amount payable under this Section shall not exceed the Sum insured (less the Excess) as shown on the Schedule.

7.2.5 30 DAYS PURCHASE PROTECTION

We will indemnify You for any personal property purchased up to but not exceeding the amount stated on the Schedule if any article purchased suffers loss or damage within the period of thirty (30) days from the date of purchase and whilst the item is being kept in Your Home

Claims settlement

We will pay the purchase price shown on the receipt or at our option repair, reinstate or replace the property or any part of the property. The maximum amount payable under this Section shall not exceed the Sum Insured (less the Excess) as shown on the Schedule.

Exclusions Applicable to Section 7 and all its subsections

- The first RM50 of each and every loss or damage.
- Loss or damage caused by
 - wear and tear, insects, moth, vermin, atmospheric or climatic conditions or any gradually operating cause
 - alterations, maintenance, repairs or any process of cleaning, dyeing or restoring
 - mechanical or electrical breakdown or derangement
- Property sent by post, sea or air.
- Depreciation, contamination, consequential loss or consequential damage of any kind of description.
- Loss or damage caused while Your Home is left Unoccupied and Unfurnished for more than 90 consecutive days.
- The breakage of
 - electrical valves, bulbs or tubes unless forming part of the property and fixed therein and happening as a result of loss or destruction of or damage to such property
 - strings or scratching denting or bruising of musical instruments.
- Property used for any trade or business purposes.
- China, glass, pottery and other items of a brittle nature.
- Cash, money.
- Pets and livestock.
- Any item more specifically insured.
- Property in unattended vehicles unless vehicles are securely locked.

GENERAL CONDITIONS

Conditions which apply to the Section 3 to 7 (unless otherwise stated)

1. Your duty to prevent loss or damage

The Insured Person must take all reasonable steps to prevent loss or damage to property which is insured under this contract and to maintain such property in a sound condition.

2. Transfer of interest

You may not transfer Your interest in the Policy without our written approval.

3. Cancellation of the Policy

You may cancel this Policy by giving Us seven (7) days' notice in writing. If You cancel the Policy You may be entitled to a refund of premium adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium provided that no claim has been made during the current Period of Insurance. We may cancel this Policy by giving You seven (7) days' notice at Your last known address. If We cancel the Policy We will refund pro rata of the premium paid for the remainder Period of Insurance.

4. Arbitration

If any dispute of difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall first be referred to arbitration according to the usual practices in Malaysia.

The making of an award shall be the condition precedent to the right action against Us.

5. Jurisdiction Clause

No compensation for damages will be payable unless judgements are delivered by or obtained from a court of competent jurisdiction within Malaysia for the enforcement of a judgement obtained elsewhere. No compensation for costs and expenses of litigation recovered by any claimant from the Insured shall be payable by Us whichever not incurred in and recoverable within Malaysia.

6. Other Insurances (not applicable to Section 5-Personal Accident)

The insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.

GENERAL EXCLUSIONS

Exclusions which apply to the Section 3 to 7 (unless otherwise stated)

1. Radioactive/Nuclear Contamination

Any loss, damage, cost or expense 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 :-

- a) ionizing radiations from or contamination radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any installation, reactor or other nuclear assembly or nuclear component thereof.
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. War risks

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of the occurrence of war, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military, or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

3. Terrorism (not applicable to Section 5- Personal Accident)

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism. For this purpose and 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 person(s), whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exclusion, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

4. Internet Liability (not applicable to Section 5- personal Accident)

Any losses (bodily injury, property damage or any other loss covered under policies hereunder) arising, directly or indirectly, out of, or in any way involving an original Insured's internet operations, including but not limited to business conducted and/or transacted via Internet, intranet, extranet and/or via the "Insured's" own website, internet site, web address and/or via the transmission of electronic documents by electronic means.

5. Acts of Authorities

Loss or damage occasioned by confiscation commandeering requisition by the Government, any Public Municipal or Local Authority or on the order of such Authorities.

6. Sonic Bang

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

7. Insured Person

Loss or damage caused by any of the Insured Person.

GENERAL WARRANTY

This Policy is subject to the following Warranties and Clauses:

PREMIUM WARRANTY

It is fundamental and absolute special condition of this Contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception of this policy/Endorsement/Renewal Certificate.

If this Condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period of risk.

Where the premium payable pursuant to this Warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this Warranty and the onus proving that the premium was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the Terms and Conditions of the Policy.

CLAIMS CONDITIONS

Conditions which apply when a claim is made

Notification of a Claim

1. Of loss, damage or liability occurs which may result in a claim under this Policy, the action You must take depends upon the type of claim

- Riot- inform Us by telephone immediately
- Accidental loss outside the Home, theft, malicious damage or vandalism- report to the police immediately and then inform Us soon as possible.
- Legal liability for injury or damage- inform Us immediately and provide full details in writing as soon as possible. Send Us immediately any writ, summons or other legal documents served on You or Your family.
- Any other claims (except for personal Accident)- tell Us as soon as possible.

You must provide Us, at Your expense, with all the details and evidence which We ask for concerning the cause and amount of any loss, damage or injury.

2. in the event of a personal Accident claim in respect of Section 5 of this Policy:

- let Us know within fourteen (14) days after the accident. Initially this can be done over the telephone. If You are too ill Yourself, then a relative, close friend or Your legal representative can do this for You. However, the claim form must be completed and returned to Us as soon as possible.
- in the case of a Medical Expenses claim, please produce for Us at Your own expense any medical certificate and other evidence which We May require in support of Your claim. In addition the Insured Person must submit to a medical examination at Our expense as frequently as We require in connection with any claim.

Rights and responsibilities

- We may enter any building where loss or damage has occurred and deal with salvage but no property may be abandoned to Us.
- The Insured Person must not admit, reject or negotiate on any claim without our written consent.
- We may take over and conduct in the name of the Insured Person with complete and exclusive control the defence or settlement of any claim.
- We may also start legal action in the name of the Insured Person (but at our expense and for our own benefit) to recover from others. Compensation in respect of anything covered by this Policy.
- The Insured Person must give all the help and information We may need to settle or defend any claim to start legal proceedings.
- If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or any one acting on Your behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited
- If at any time of any incident which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it, We will only pay our rateable proportion of the claim.
- In the event of a loss, the insurance shall be maintained in force for the Sum insured and You shall be liable to pay an additional premium at the rate stated in the Policy calculated on the amount of the loss on a pro rata basis from the date of such loss to the expiry of the period of insurance.
- Where any insured items consists of articles in a pair of set, We shall not pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair of set.

NOTES TO GUIDE YOU IN MAKING A CLAIM

What You should do

Check that the claim is covered By Your Policy. Each Section contains details of what is insured, what is excluded and how claims are settled.

To check You have a valid claim

- Refer to the relevant Section of the Policy, e.g. Buildings, Contents, All Risks, Value Added Cover.
- Establish the cause and consult the relevant paragraph of Your Policy to ensure that this cause is covered.
- Ensure the claim is not excluded from the relevant paragraphs.
- Check You have complied with all conditions relevant to Your claim.
- Read the Claims Settlement paragraph of the relevant Section.

Contact us at the address shown on the Policy and quote Your Policy number, You will be asked to complete a claim form and return it to Us with estimates/ valuations/ original receipts.

Immediate advice is essential if damage is serious or caused by riot.

If damage is serious, telephone Us immediately. Telephone Us also if You are in any doubt about the extent of the damage or if there is any other matter on which You need assistance. If somebody is holding You responsible for damage to their property or bodily injury to them, follow the procedure outlined earlier under the claims conditions .

What We will do

We may be able to settle Your claim on the information You give Us on the claim form. In some cases We will ask You for further information. If necessary We will arrange for the damage to be inspected and for the amount of the loss to be agreed as soon as possible, by either a member of our claims department staff or a Loss Adjuster. A Loss Adjuster specializes in dealing with insurance claims, He will report to Us and We will pay his fee.

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.

THE FOLLOWING CLAUSES / ENDORSEMENT SHALL APPLY TO AND FORM PART OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO.

CLAUSES

CO2A - REMOVAL OF DEBRIS CLAUSE (with separate Sum Insured)

The insurance by this item is in respect of costs and expenses necessarily by the Insured with the Consent of the Company 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 this Policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured)

The company 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

Subject other wise to the Terms and Conditions of this Policy

CO2B - REMOVAL OF DEBRIS CLAUSE (without separate Sum Insured)

The insurance on item(s) No(s) as specified in the schedule hereby includes costs and expenses necessarily incurred by the Insured with the consent of the Company 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 this policy destroyed or damaged by fire or by any other peril hereby insured against (item (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each item or Ringgit Malaysia Two Million (RM2, 000,000) in aggregate any one loss, whichever is lower

The company 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 the Company's maximum liability shall not exceed the sum stated in the Schedule for which the item(s) is/are insured.

Subject other wise to the Terms and Conditions of this Policy

CO3A - ARCHITECT'S SURVEYOR'S AND CONSULTING ENGINEER'S FEES CLAUSE (With separate Sum Insured)

The insurance by this item(s) is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plan, 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 the limit of the sum insured in this item(s).

Subject otherwise to the terms and conditions of the Policy.

CO3B - ARCHITECT'S SURVEYOR'S AND CONSULTING ENGINEER'S FEES CLAUSE (Without separate Sum Insured)

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's Fees for estimates, plans, specifications, quantities. Tenders and supervisor necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any 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 the Company's Maximum liability for any loss damage and fees not exceeding the sum insured against each item.

Subject otherwise to the terms and conditions of the Policy.

CO04 - OTHER CONTENTS CLAUSE

It is agreed that the term "Other Contents" in so far as they are not otherwise insured is understood to include:

- a) Money and stamps not otherwise specifically insured for an amount not exceeding RM 1,000.
- b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the insured of the information contained therein and for an amount not exceeding RM 1,000 in respect of any one document, manuscript or business book.
- c) Computer systems records but only for the value of the materials together with the cost clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM1,000.
- d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM 1,000 in respect of any one pattern, model, mould, plan or design.
- e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM 1,000 in respect of any one Employee.

CO6A - MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Financial Institution named in the Schedule as Mortgagee (Chargee) as interest in this insurance, as to the interest of the Mortgagee (Chargee) 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 (Chargee) 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 (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) 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 (Chargee) 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 (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) 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 (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

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

CO11- DESIGNATION CLAUSE

For the purpose of determining where necessary the item (column heading) under which any property is insured, the Company agrees to accept the designation under which such property is entered in the insured's books.

Subject otherwise to the terms and conditions of the Policy

CO15 – AUTOMATIC RENEWAL CLAUSE

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

CO18- REINSTATEMENT IN COMPLIANCES WITH THE REQUIREMENT OF PUBLIC AUTHORITIES CLAUSE

It is hereby declared and agreed that the insurance of this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:-

1. The amount recoverable under this Extension shall not include:
 - a) The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
 - i) In respect of destruction or damage occurring prior to the granting of this extension,
 - ii) In respect of destruction or damaged not insured by the Policy,
 - iii) Under which notice has been served upon the Insured prior to the happening of the destruction or damage,
 - iv) In respect of undamaged property or undamaged portions of property
 - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

3. If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- 5.. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Subject otherwise to the terms and conditions of the Policy.

CO21- LEASING ENDORSEMENT

It is hereby understood and agreed that the Financial institution named in the Schedule (hereinafter referred to as the lessors) are the owners of the property insured by item as specified in the Schedule and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the insured under this policy in respect of loss or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this policy.

Non- Cancellation Clause

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

CO08 - FOR USE TO EXTEND THE POLICY TO INCLUDE RIOT, STRIKE AND MALICIOUS COVER

Endorsement extending the insurance under this Policy in the name of the Insured and declared to form part thereof as if written or printed thereon.

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby declared that notwithstanding anything in the within written Policy contained to the contrary, the insurance under "this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained) :-

Loss of 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 being an occurrence mentioned in General Exception 1 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-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 or in minimizing the consequences of any such disturbance.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by 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 General Exception 1 of the Endorsement but the Company shall not be liable under this extension 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 thereof or caused by any person taking part therein.

Note : If certain items only of the Policy are to be insured against Riot and Strike, insert the words "items of" and "under the items hereinbefore referred to but none other" at *and **respectively.

SPECIAL CONDITIONS

For the purposes if this Endorsement but not otherwise there shall be substituted for the respectively numbered General Exceptions and Conditions of the Policy the following:-

General Exception 1

This insurance does not cover any loss or damage occasioned by or through or in consequences, directly or indirectly, or 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 rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any acts of terrorism

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

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall upon the Insured.

General Exception 2

This insurance does not cover:-

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

Condition 1

If the property hereby 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 Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every time, if more than one, of the Policy shall be separately subject to this condition.

Condition 2

This insurance may at any time be terminated by the Company on notice to that effect given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it.

PROVIDED that it is hereby further expressly agreed and declared that:-

1. All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Subject otherwise to the terms and conditions of the policy.

CO09 - FOR USE TO EXTEND THE POLICY TO INCLUDE SUBSIDENCE AND LANDSLIP

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

- a) Loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its buildings or garages are damaged by the same cause and at the same time.
- b) Loss or damage 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) Loss or damage occasioned by happening through, or in consequences of:
 - Coastal or river erosion
 - Demolition, structural alteration o structural repair.
 - Defective design or inadequate construction of foundations.
- d) In respect of each and every loss, 5% of the total sum insured or RM 25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

Summary of Limits and Excesses Applicable

Section	Excess	The most we will pay
1. & 2. <u>Houseowner & Householder</u> Houseowner's (Building) & Householder (Contents) Rent Insurance Liability to the Public Contents Temporarily Removed Damage to mirror Compensation for Theft	As Applicable Nil Nil Nil Nil Nil	As per Schedule 10% of the Total Sum Insured RM50,000 15% of the Total Sum Insured on Contents RM500 per piece One-half of the Total Sum Insured on Contents, whichever is lesser.
3. <u>All Risks</u> 3.1 Personal Belongings 3.1.1 Sport Equipment 3.1.2 Mobile Phone 3.1.3 Computers, Laptops, Video-cam, Digital Camera 3.1.4 Pedal Cycles	RM50 RM50 RM50 RM50 RM50	As per Schedule (Subject to sub-limit of RM3,000 per article) RM2,000 (Subject to sub-limit of RM750 per article) RM1000 RM3000 RM1000
4. <u>Personal Liability</u> 4.1 Personal Liability 4.2 Employer's Liability to Domestic Servant	Nil Nil	RM1,000,000 RM1,000,000
5. <u>Personal Accident</u> 5.1 Death, Disablement, Medical Expences and Hospital Cash Repatriation Expences Funenal Expences Air Fare Reimbursement	As applicable Nil Nil Nil	As per Schedule RM2,000 RM2,000 RM1,000
6. <u>Pet Insurance</u> 6.1 Death or Humane destruction due to irrecoverable injury } 6.2 Veterinary Fees } 6.3 Recovery Expences }	RM50 RM50 RM50	} RM1000 } In aggregate }
7. <u>Value Added Cover</u> 7.1.1 Locks and keys 7.1.2 Metered Water 7.1.3 Satellite dish/Solar Heater/Air Conditioner Compressors 7.2.1 Transit Cover 7.2.2 Freezer Food 7.2.3 Wedding/Festival/Seasonal gifts 7.2.4 Loss of Credit Cards, Passports & Identity Card 7.2.5 30 Days Purchase Protection (Immovable items within insured premises)	RM50 RM50 RM50 RM50 RM50 RM50 RM50 RM50	RM500 RM500 RM1,000 15% of Sum Insured on Section 2.2 or RM10,000 (Subject to sub-limit of RM3,000 per article) RM200 RM500 RM1,000 RM15,000 (Subject to sub-limit of Rm3,000 per article)