



**Generali Insurance Malaysia Berhad**  
(formerly known as AXA Affin General Insurance Berhad)  
Reg No: 197501002042 (23820-W)  
Registered Address: Ground Floor, Wisma Boustead,  
71 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia  
T +603 2170 8282 F +603 2031 7282  
E [customer.service.gi@generalis.com.my](mailto:customer.service.gi@generalis.com.my)  
[generalis.com.my](http://generalis.com.my)

Member of PIDM

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## HOME PROTECTOR ENHANCED

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

This **Policy**, reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

### WHAT MAKES UP THIS POLICY

*Insurance does not cover **You** against everything that can happen.*

*Please read **Your Policy** carefully to make sure **You** understand what it covers, the terms and conditions applicable and make sure **You** are satisfied with this insurance.*

The heading does not form part of the **Policy** wording.

The **Policy**, **Schedule** and **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

#### Duty of Disclosure

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.

#### 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.

**SECTION I – HOUSEOWNER  
(APPLICABLE FOR BUILDING)  
INSURING CLAUSE**

**We** will Insure the Buildings as shown on **Your Schedule** during the **Period of Insurance**.

This cover will be given on the basis that **You** agree to pay **Us** the **Premium** for the cover.

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**.

“**Building**” means building 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** including immovable items affixed to the building;
- 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.

**SECTION I – HOUSEOWNER  
(APPLICABLE FOR BUILDING)  
INSURED EVENTS**

**What is Covered**

**We** will provide cover for loss or damage to **Your Building** and/ or **Contents** caused by any of the following:

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:
  - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of; belonging to or under the control of:
    - **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; belonging to or under the control of:
    - **You**; or
    - **Your** agent or servant; or
    - Any person resident on the Private Flats or Apartments.
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt.
7. Hurricane, Cyclone, Typhoon, Windstorm,

**What is Not Covered**

**We** will not provide cover for loss or damage to **Your Building** and/or **Contents** as follows:

- a) The **Excess** amount for the first RM50.00.
- b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
- 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**.
- a) The **Excess** amount for the first one (1) percent of the Total **Sum Insured** on Buildings or RM200.00 whichever is less.
- b) Loss or damage to any building in the course of construction, reconstruction or repair, unless all outside

doors, windows and other openings are complete and protected.

8. Earthquake, Volcanic Eruption

9. **Flood**

a) The Excess amount for the first one (1) percent 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

**SECTION I – HOUSEOWNER  
(APPLICABLE FOR BUILDING)  
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.

(A) Replacement of External Window / Door locks (Non-Tariff)

**What is Covered**

**We** pay for the replacement and installation cost of locks and keys to the external doors and windows of **Your** Private dwelling House caused by forcible entry or attempted forcible entry to **Your** Private Dwelling House provided that **Our** liability is limited up to RM500.00 any one accident and in aggregate during the **Period of Insurance**.

**What is Not Covered**

a) Losses which are not reported to the Police within twenty four (24) hours of the theft

(B) Maintenance Fee Protection Benefit (Non-Tariff)

**What is Covered**

In the event that **Your** Private Dwelling House becomes and remains uninhabitable for thirty (30) consecutive days due to damage caused by **Insured events** - Section I Houseowner of this Policy, **We** will indemnify **You** for the monthly service and conservancy charges payable towards the maintenance and upkeep of the common property up to RM250.00.

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

**What is Not Covered**

a) If **Your** Private Dwelling House is not uninhabitable for thirty (30) consecutive days.

(C) Replacement of Burst Pipe (Non-Tariff)

**What is Covered**

**We** pay up to RM1,500.00 as the cost to repair burst water pipe including hacking and plastering.

**What is Not Covered**

a) Losses which are not reported to **Us** within twenty four (24) hours.

(D) Terrorism Cover (Non-Tariff)

**What is Covered**

**We** pay up to the Total **Sum Insured** or RM500,000.00 whichever is lower for physical loss or damage, costs or expenses directly or indirectly incurred arising from act of Terrorism of whatever nature including, but not limited to, caused by missiles, bombs, grenades, explosives and similar devices/weapons.

**What is Not Covered**

a) Losses which are not reported to the Police within twenty-four (24) hours.

(E) Rent Insurance (Tariff)

**What is Covered**

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.

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.

**What is Not Covered**

The total limit of liability shall not exceed ten (10) percent of the Total **Sum Insured** on **Buildings** and/or **Contents**.

This benefit is in additional to the Total **Sum Insured** as stated on the **Schedule**.

(F) Liability to the Public (Tariff)

**What is Covered**

**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:

- a) Liability as owner of the insured Building caused by a defect in the buildings.
- b) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.

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

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

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

If Buildings are for Blocks of Flats or Apartments, Our Indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the **Period of Insurance**.

**We** will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or **Spouse**, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the **Policy**.

**What is Not Covered**

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

(G) Fire Brigade Report (Non-Tariff)

**What is Covered**

In the event of an **Occurrence** of a fire to **Your** Private Dwelling house, **We** will reimburse up to RM100.00 any one **Occurrence** for the cost of the Fire Brigade Report if a fire incidence was reported to the Fire Brigade.

**What is Not Covered**

(H) Fire Extinguishment Expenses (Non-Tariff)

**What is Covered**

**We** will pay up to RM1,000.00 any one **Occurrence** for the cost of replenishment of fire-fighting appliances kept in **Your** Private Dwelling House if **You** have used them for extinguishing a fire in **Your** Dwelling.

**What is Not Covered**

(I) Domestic Help Allowance (Non-Tariff)

**What is Covered**

**We** will pay a lump sum up to RM250.00 allowance for domestic help/cleaning services as a result of a fire or **Insured event** loss. This cost must be incurred within fourteen (14) days from the date of loss or from the date the Dwelling is safe for occupancy.

**What is Not Covered**

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

(J) Emergency Allowance (Non-Tariff)

**What is Covered**

**We** will pay up to RM1,500.00 for the purchase of essential items (basic wear and toiletries) if **Your** Private Dwelling House becomes uninhabitable for at least 3 days due to fire. Compensation of Emergency Allowance is only payable to **You** who resides or occupies the Building during the **Period of Insurance**.

**What is Not Covered**

(K) Worldwide Personal Accident (Non-Tariff)

**What is Covered**

**You** are covered against fatal injury (death) occurring anywhere in the world, if the death occurs within three (3) calendar months of such injury.

The limit of liability of this benefit is RM10,000.00 per person, up to maximum five (5) person. This benefit is only payable to **You** or any member of **Your Family** residing with **You** in **Your** Building during the **Period of Insurance**.

**What is Not Covered**

- a) **You** engage in Soccer Rugby Horse Riding Skating of any kind Ice Hockey Winter Sports Boxing Wrestling Unarmed Combat and any other form of Martial Art Yachting Scuba and Skin Diving and underwater activities involving the use of underwater breathing apparatus Water Skiing Hunting Mountaineering Speleology Go Karting Racing of any kind (Other than foot racing) Steeple-chasing.
- b) **You** engage in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.
- c) **You** are riding as a rider or pillion on any two (2) wheeled motorised vehicle.
- d) **You** engage in or taking part in Naval Air Force or Military service or operations or participating in operations planned or conducted by the Civil or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities. (Participation in Rukun Tetangga duties shall not be deemed to be participation in service or operations planned or conducted by the aforesaid Authorities).
- e) **You** are flying (including entering into or descending from or mounting on an Aircraft or flying apparatus of any kind) except as a passenger in a fully licensed passenger carrying aircraft other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.
- f) Self-injury suicide or attempted suicide wilful exposure to injury provoked assault pregnancy or childbirth or any pre-existing physical defect or infirmity.
- g) Any Event whilst **You** are temporary or otherwise insane or under the influence of drug or drink or due to intemperance.
- h) The insured person who is under 16 or over 65 years old at the time of such **Occurrence**.

## SECTION II – HOME CONTENTS

We will Insure the **Contents** as shown on **Your Schedule** during the **Period of Insurance**.

This cover will be given on the basis that **You** agree to pay **Us** the **Premium** for the cover.

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** contents caused by an **Insured event**.

**You** may select either Section II or Section III for **Your** Content and not both for the same risk location and/or the same Content. The **Schedule** will show if **You** have insured **Your Contents** and the selected covered option.

“**Contents**” shall include 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**.

### SECTION II – HOME CONTENTS - HOUSEHOLDER (APPLICABLE FOR CONTENTS) INSURING CLAUSE

This section is applicable if **You** have purchased the “HOME CONTENTS - HOUSEHOLDER” for **Your** content coverage and the coverage is stated in **Your Schedule**.

#### What is Covered

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

- a) 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**.

### SECTION II – HOME CONTENTS - HOUSEHOLDER (APPLICABLE FOR CONTENTS) INSURED EVENTS

This section is applicable if **You** have purchased the “HOME CONTENTS - HOUSEHOLDER” for **Your** content coverage and the coverage is stated in **Your Schedule**.

#### What is Covered

We will provide cover for loss or damage to **Your Contents** caused by any of the following:

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:
  - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of; belonging to or under the control of:
    - **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; belonging to or under the control of:
    - **You**; or
    - **Your** agent or servant; or
    - Any person resident on the Private Flats or Apartments.

#### What is Not Covered

We will not provide cover for loss or damage to **Your Contents** as follows:

- |     |   |   |
|-----|---|---|
| 5.  | Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes   | <ul style="list-style-type: none"> <li>a) The <b>Excess</b> amount for the first RM50.00.</li> <li>b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.</li> </ul>   |
| 6.  | Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt. | <ul style="list-style-type: none"> <li>a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one <b>Period of Insurance</b>, the cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</li> <li>b) Loss or damage due to theft by <b>Your</b> domestic servants or any member of <b>Your Family</b>.</li> </ul>                           |
| 7.  | Hurricane, Cyclone, Typhoon, Windstorm  | <ul style="list-style-type: none"> <li>a) The <b>Excess</b> amount for the first one (1) percent of the Total <b>Sum Insured</b> on Buildings or RM200.00 whichever is less.</li> <li>b) Loss or damage to: <ul style="list-style-type: none"> <li>i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;</li> </ul> </li> </ul> |
| 8.  | Earthquake, Volcanic Eruption   |   |
| 9.  | <b>Flood</b>  | <ul style="list-style-type: none"> <li>a) The Excess amount for the first one (1) percent of the Total <b>Sum Insured</b> on Buildings or RM200.00 whichever is less.</li> <li>b) Loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.</li> </ul>   |
| 10. | <b>Robbery and hold up</b> in the <b>Premises</b> of <b>Your</b> property   |   |

**SECTION II – HOME CONTENTS – HOUSEHOLDER  
(APPLICABLE FOR CONTENTS)  
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**.

(A) Contents Temporarily Removed

**What is Covered**

**You** are covered for an **Insured event** when the **Contents** are temporarily removed from **Your** Private Dwelling, but remaining within Malaysia, provided such contents are not covered under another insurance **Policy**.

The limit of liability of this benefit is fifteen (15%) percent of the Total **Sum Insured** on **Contents**.

**What is Not Covered**

- 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.

(B) Breakage to Mirrors

**What is Covered**

**You** are covered for breakage of mirrors whilst in the Private Dwelling.

The limit of liability is RM500.00 per piece any one accident.

**What is Not Covered**

- a) Hand Mirrors.

(C) Compensation for Death

**What is Covered**

**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 occurs within three (3) calendar months of such injury.

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**.

The limit of liability of this benefit is RM10,000.00 or one-half of the Total **Sum Insured** on the **Contents**, whichever is lesser.

**What is Not Covered**

(D) Servants Property

**What is Covered**

**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 Malaysia, provided such contents are not insured under another insurance **Policy**.

**What is Not Covered**

- a) Cash, currency notes, bank notes and stamps.

(E) Rent Insurance

**What is Covered**

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.

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.

The total limit of liability shall not exceed ten (10%) percent of the Total **Sum Insured** on **Buildings** and/or **Contents**. This benefit is in addition to the Total **Sum Insured** as stated on the **Schedule**.

**What is Not Covered**

(F) Liability to the Public

**What is Covered**

**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:

- a) Liability as owner of the insured Building caused by a defect in the buildings.
- b) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.

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

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

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

If Buildings are for Blocks of Flats or Apartments, **Our** Indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the **Period of Insurance**.

**We** will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or **Spouse**, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the **Policy**.

**What is Not Covered**

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

(G) Loss of Personal Money at Home (Non-Tariff)

**What is Covered**

**What is Not Covered**

- a) Losses which are not reported to the Police within twenty four (24) hours.

**We** pay up to RM1,000.00 against theft of personal Money belonging to **You** or any member of **Your Family** or Household occurring in the Private Dwelling House.

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

- b) Money losses without involving forcible entry to **Your Private Dwelling House**.
- c) Money belonging to the employer of any member of **Your Family** or Household relating to any business or commercial venture.
- d) Losses committed by any member of **Your Family** or Household.

(H) Cost of Replacing Lost Legal Documents (Non-Tariff)

**What is Covered**

**We** pay up to RM1,000.00 for the cost of replacing lost or damaged of legal documents belonging to **You** or any member of **Your Family** due to fire, **Flood**, theft or **Robbery and hold up** at **Your Private Dwelling House**.

Legal documents shall mean passport, legal will, driving license and national registration identity card.

**What is Not Covered**

- a) Losses which are not reported to the Police within twenty four (24) hours.

(I) Fraudulent Use of Credit/ATM Card (Non-Tariff)

**What is Covered**

**We** pay up to RM1,000.00 for monetary loss due to unauthorised use of credit cards or ATM or Debit cards taken from **Your** home by third parties in the event of theft.

This benefit is only applicable to credit cards or ATM or Debit Cards owned by **You** or any member of **Your Family** residing with **You** in **Your Building** during the **Period of Insurance**.

**What is Not Covered**

- a) Losses which are not reported to the Police within twenty-four (24) hours.

(J) Fire Brigade Report (Non-Tariff)

**What is Covered**

In the event of an **Occurrence** of a fire to **Your Private Dwelling house**, **We** will reimburse up to RM100.00 any one **Occurrence** for the cost of the Fire Brigade Report if a fire incidence was reported to the Fire Brigade.

**What is Not Covered**

(K) Fire Extinguishment Expenses (Non-Tariff)

**What is Covered**

**We** will pay up to RM1,000.00 any one **Occurrence** for the cost of replenishment of fire-fighting appliances kept in **Your Private Dwelling House** if **You** have used them for extinguishing a fire in **Your Dwelling**.

**What is Not Covered**

(L) Domestic Help Allowance (Non-Tariff)

**What is Covered**

**We** will pay a lump sum up to RM250.00 allowance for domestic help/cleaning services as a result of a fire or **Insured Events** loss. This cost must be incurred within fourteen (14) days from the date of loss or from the date the Dwelling is safe for occupancy.

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

**What is Not Covered**

(M) Emergency Allowance (Non-Tariff)

**What is Covered**

**We** will pay up to RM1,500.00 for the purchase of essential items (basic wear and toiletries) if **Your Private Dwelling House** becomes uninhabitable for at least 3 days due to fire. Compensation of Emergency Allowance is only payable to **You** who resides or occupies the Building during the **Period of Insurance**.

**What is Not Covered**

(N) Worldwide Personal Accident (Non-Tariff)

**What is Covered**

**You** are covered against fatal injury (death) occurring anywhere in the world, if the death occurs within three (3) calendar months of such injury.

The limit of liability of this benefit is RM10,000.00 per person, up to maximum five (5) person. This benefit is only payable to **You** or any member of **Your Family** residing with **You** in **Your** Building during the **Period of Insurance**.

**What is Not Covered**

- a) **You** engage in Soccer Rugby Horse Riding Skating of any kind Ice Hockey Winter Sports Boxing Wrestling Unarmed Combat and any other form of Martial Art Yachting Scuba and Skin Diving and underwater activities involving the use of underwater breathing apparatus Water Skiing Hunting Mountaineering Speleology Go karting Racing of any kind (Other than foot racing) Steeple-chasing.
- b) **You** engage in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.
- c) **You** are riding as a rider or pillion on any two (2) wheeled motorised vehicle.
- d) **You** engage in or taking part in Naval Air Force or Military service or operations or participating in operations planned or conducted by the Civil or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities. (Participation in Rukun Tetangga duties shall not be deemed to be participation in service or operations planned or conducted by the aforesaid Authorities).
- e) **You** are flying (including entering into or descending from or mounting on an Aircraft or flying apparatus of any kind) except as a passenger in a fully licensed passenger carrying aircraft other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.
- f) Self-injury suicide or attempted suicide wilful exposure to injury provoked assault pregnancy or childbirth or any pre-existing physical defect or infirmity.
- g) Any Event whilst **You** are temporary or otherwise insane or under the influence of drug or drink or due to intemperance.
- h) The insured person who is under 16 or over 65 years old at the time of such **Occurrence**.

(O) Deterioration of Food in the Freezer (Non-Tariff)

**What is Covered**

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

**What is Not Covered**

(P) Fraud or Dishonesty of Domestic Servant (Non-Tariff)

**What is Covered**

You are covered up to RM500 for monetary loss suffered due to fraud or dishonesty of **Your** domestic servant(s) living in **Your** home.

**What is Not Covered**

**SECTION III – HOME CONTENTS – ALL RISKS  
(APPLICABLE FOR CONTENTS)  
INSURING CLAUSE**

This section is applicable if **You** have purchased the “HOME CONTENTS - ALL RISKS” for **Your Content** coverage and the coverage is stated in **Your Schedule**.

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

Provided that:

1. no one (1) article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment, platinum, gold and silver articles, not included) shall be of greater value than ten (10) percent of the Total **Sum Insured** on Contents, unless such article is specially declared as a Separate Item.

Definition:

Separate Item – should there be a separate item listing of insured items provided by policyholder and accepted by Us, the total Sum Insured allocation will be given to the Separate Item(s) unless there is excess of total Sum Insured and the balance of this total Sum Insured will be used to cover other non-listed item Content subject to the terms and conditions of the Policy:

2. the value of platinum, gold and silver articles and jewellery payable is limited to one third of the **Sum Insured** on the **Contents** or half of the **Sum Insured** on the **Contents** depending on selected option.
3. where any insured item consists of articles in a pair or set, **We** shall not be liable to more than the proportionate value of any particular part or parts which may be lost or damaged, without reference to any special value which such article may have as part of such pair or set.
4. **You** shall take all reasonable precautions for the safety of the property insured.
5. If **Your Building** is unoccupied for more than ninety (90) days whether consecutively or not in any one **Period of Insurance**, the cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

We shall not indemnify You against:

1. loss or damage caused by
  - a) disappearance, shortage, shrinking, scratching, denting, rusting, wear or tear, inherent vice, deterioration or any other gradually operating cause or moth, vermin or insects
  - b) any process of washing, cleaning, dyeing, restoring, maintaining, altering or repairing.
  - c) breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by fire or theft.
2. mechanical or electrical breakdown or derangement.
3. loss or damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, medals, postage stamps, collections of stamps or coins, curiosities or works of art, manuscripts or business books, plans, patterns, models or moulds, drawings or designs, computer records, contracts or other documents unless specifically mentioned.
4. loss or damage to any Insured Item left in an unattended vehicle or left in the open.
5. loss of any Insured Item by theft by any member of Your Household.
6. an Excess of RM150 of each and every loss.
7. loss or damage caused by pets belonging to You or members of Your Family.

**SECTION III – HOME CONTENTS – ALL RISKS  
(APPLICABLE FOR CONTENTS)  
ADDITIONAL BENEFITS**

This refers to additional benefits provided to **You** without any additional **Premium** if **You** have purchased the “HOME CONTENTS - ALL RISKS” for **Your Content** coverage and are subject to the terms and conditions of the **Policy**

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

- (a) Loss of Personal Money at Home**  
Loss of money due to theft Up to RM1,000 during any one **Period of Insurance** against loss of personal money arising out of theft, hold up or armed robbery at **Your Building**.
- (b) Replacement of Locks and Keys**  
Up to RM500 for any one loss or in the aggregate during any one **Period of Insurance** in respect of the cost incurred for repairing, changing or replacing the external locks of the **Your Building** caused by burglary, housebreaking or theft upon forcible entry.
- (c) Deterioration of Food in the Freezer**  
Loss or damage to frozen food caused by deterioration following damage to, breakdown or failure of the refrigerator/freezer unit in **Your Building** up to RM250 any one loss or in the aggregate during any one **Period of Insurance**. Provided that the refrigerator/freezer unit is not more than five (5) years old at the time of loss.

**(d) Cost of Replacing Lost Legal Documents**

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

**(e) Contents Temporary Removed**

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

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

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

**(g) Replacement of Burst Pipe**

Up to RM1,500 for any loss or in the aggregate as the cost to repair burst water pipe including hacking and plastering.

**(h) Emergency Allowance**

Up to RM1,500 for any loss or in the aggregate for the purchase of essential items (basic wear and toiletries) if the Building becomes uninhabitable for at least 3 days due to fire. Compensation of Emergency Allowance is only payable to **You** who resides or occupies the Building during the **Period of Insurance**.

**(i) Fraudulent Use of Credit/ ATM Card**

Up to RM1,000 for monetary loss due to unauthorised use of credit cards or ATM or Debit cards taken from **Your** home by third parties in the event of theft.

**(j) Fraud or Dishonesty of Domestic Servant**

Up to RM500 for monetary loss suffered due to fraud or dishonesty of **Your** domestic servant(s) living in **Your** home.

**(k) Fire Brigade Report**

Up to RM100 for the cost of the Fire Brigade Report if a fire incidence was reported to the Fire Brigade, for an **Occurrence** of a fire to **Your** Private Dwelling house.

**(l) Fire Extinguishment Expenses**

Up to RM1,000 for any loss or in the aggregate to replenish any firefighting appliances damaged whilst putting out a fire in the Building.

**(m) Domestic Help Allowance**

Up to RM250.00 allowance for domestic help/cleaning services as a result of a fire or **Insured Event** loss. This cost must be incurred within fourteen (14) days from the date of loss or from the date the Dwelling is safe for occupancy.

This benefit is payable only once during the **Period of Insurance** and shall cease immediately upon a claim being made under this benefit.

## SECTION IV – WORLDWIDE PERSONAL ALL RISKS

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

Provided that:

1. the **Indemnity** being limited to a sum not exceeding the **Sum Insured** set against each item as stated in the **Schedule**.
2. No one (1) article shall be greater value than RM10,000.
3. Where any insured item consists of articles in a pair or set, **We** shall not be liable to more than the proportionate value of any particular part or parts which may be lost or damaged, without reference to any special value which such article may have as part of such pair or set.
4. **You** shall take all reasonable precautions for the safety of the property insured.

**We** shall not indemnify **You** against:

1. loss or damage caused by
  - a) disappearance, shortage, shrinking, scratching, denting, rusting, wear or tear, inherent vice, deterioration or any other gradually operating cause or moth, vermin or insects
  - b) any process of washing, cleaning, dyeing, restoring, maintaining, altering or repairing.
  - c) breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by fire or theft.
2. mechanical or electrical breakdown or derangement.
3. loss or damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, medals, postage stamps, collections of stamps or coins, curiosities or works of art, manuscripts or business books, plans, patterns, models or moulds, drawings or designs, computer records, contracts or other documents unless specifically mentioned.
4. loss or damage to any Insured Item left in an unattended vehicle or left in the **Open**.
5. loss of any Insured Item by theft by any member of **Your Household**.
6. an Excess of RM150 of each and every loss.
7. loss or damage caused by pets belonging to **You** or members of **Your Family**.

## SECTION V – WORLDWIDE FAMILY LIABILITY

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

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

caused by or through **Your** personal negligence or fault occurring anywhere in the world and happening during the **Period of Insurance** but only to the extent of the Limit of Indemnity referred to in the **Schedule** in respect of any one accident or **Occurrence**, inclusive of costs and expenses recoverable from **You** by any claimant in connection with such injury or damage and costs and expenses incurred with Our written consent.

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

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

We shall not be liable in respect of:

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

### **Jurisdiction Clause**

This Policy shall be governed by the Malaysian laws and be subjected to the exclusive jurisdiction of the Malaysian Courts. The Parties hereby fully agree that in the event any portion of this Policy, its Schedule and/or Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The indemnity provided in this Policy shall not apply to or include:-

- a) compensation for damages in respect of judgements not delivered by or obtained from a court of competent jurisdiction within Malaysia.
- b) cost(s) and expense(s) of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

### **Territorial Exclusion Clause**

We shall not indemnify the **You** for any liability:

1. in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part;
2. incurred by the government of Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed or resulting from activities that involve or benefit the government of Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed, or where the payment of such indemnity by the Insurer will benefit the government of Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed;
3. in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed, persons or entities resident in Fully Embargoed and Comprehensive Sanctioned Countries/ Territories as listed.

List of Fully Embargoed and Comprehensive Sanctions Countries / Territories:

- (a) Iran
- (b) Syria
- (c) North Korea
- (d) Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's region
- (e) Venezuela
- (f) Belarus
- (g) Russian Federation
- (h) Afghanistan
- (i) 1Burma (Myanmar)
- (j) Israel
- (k) Cuba
- (l) Libya
- (m) Democratic Republic of Congo
- (n) Yemen

- (o) South Sudan
- (p) Sudan
- (q) Somalia
- (r) Iraq
- (s) Central African Republic
- (t) Eritrea

Please note that the List of Fully Embargoed and Comprehensive Sanctions Countries / Territories may change from time to time. Reference is to be made to the latest listing.

## OPTIONAL BENEFITS

For an additional **Premium, Your Policy** may be extended to cover the following benefits to the insured **Buildings** and/or **Contents**. These optional benefits will be stated on the **Schedule** if **You** choose to take these up.

Applicable for Section I – Houseowner

### Optional Benefit No 1 – Extension to cover Landlord’s Household Goods and Furnishings in blocks of flats/apartments (N.B. This benefit is meant for landlord only).

#### What is Covered

As the owner of the insured Buildings, **We** will insure **You** for a sum of RM..... being the full value of the Household goods and furnishings belonging to **You**. This amount will apply in equal proportion to each Private Flat/Apartment.

The **Insured events** pertaining to the loss or damage to the Landlord’s Household goods and furnishing under this extension are:

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 by any road vehicles or animals not belonging to or under the control of:
  - **You** or **Your** agent or servant.
  - Any person resident in the Private Flats/Apartments or his agent or servant
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.
7. Hurricane, cyclone, typhoon and windstorm.
8. Earthquake and Volcanic Rupture.
9. **Flood** including overflow of the sea.

For Additional Benefit (E) Rent Insurance, this amount will be added to the Total **Sum Insured** on Buildings as stated on the **Schedule**.

Additional Benefit (F) Liability to the Public will now include “cover for accidents caused by a defect in landlord’s household goods and furnishings”.

### Optional Benefit No. 2 – Insurance of Plate Glass

#### What is Covered

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

1. The replacement of **Plate glass** with glass of similar manufacture or quality or at **Our** option, **We** will pay **You** the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet.

#### What is Not Covered

- a) Household goods, furnishings or **Personal Effects** of any description brought into the Private Flat/ Apartment by tenants;
  - b) Gold or silver articles.
- 
- a) The **Excess** amount for the first RM50.00
  - b) Destruction or damage occurring while the Private Flat/Apartment are left unoccupied.

#### What is Not Covered

- a) Breakage of or damage to frames or framework of any description;
- b) Cost of removal or replacement of any **Fittings** or **Fixtures**;
- c) Breakage of glass in conservatories, green houses or outbuildings;

2. The cost incurred in boarding up such breakage for which **We** are liable.

d) Breakage of glass which is broken or damaged at the commencement of this insurance;

e) Any **Consequential loss**.

Optional Benefit No. 4 – Extension to cover alterations, repairs and additions (but not appreciation in value in excess of the **Sum Insured**)

**What is Covered**

This insurance is extended to cover alterations, repairs and additions (but not in appreciation in value in excess of the **Sum Insured**) to Buildings for an amount not exceeding 25% of the Total **Sum Insured** on Buildings.

Additional Benefit (F) Liability to the Public will now include cover for liability arising out of or incidental to the carrying out of alterations, additions, repairs or decorations to buildings.

Applicable for Section II – Householder

Optional Benefit No. 5A – Extension for extended theft cover but excluding theft by domestic servants or any member of **Your Family** or **Household**

**What is Covered**

**Insured event** No. 6 will now be read as follows:

Theft or any attempted theft.

For **Contents** temporarily removed, theft is only insured:

- (i) at any Bank, Safe Deposit or occupied private dwelling;
- (ii) in any building where **You** or any member of **Your Family** is residing;
- (iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your Family** or an authorised person is in charge.

For **Contents** temporarily removed to places other than (i), (ii) and (iii) above, the **Contents** will only be insured against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

Optional Benefit No. 5B – Extension for extended theft cover including theft by domestic servants.

**What is Covered**

**Insured event** No. 6 will now be read as :

Theft or any attempted theft including theft by **Your** domestic servant(s).

For **Contents** temporarily removed, theft is only insured:

- (i) at any Bank, Safe Deposit or occupied private dwelling;
- (ii) in any building where **You** or any member of **Your Family** is residing;
- (iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your Family** or an authorised person is in charge.

For **Contents** temporarily removed to places other than (i), (ii) and (iii) above, the **Contents** will only be insured against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

**What is Not Covered**

**What is Not Covered**

- 1. (a) If the building or any part of it is lent, let or sub-let.  
(b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium  
(c) Theft of servant's property outside **Your** private dwelling house or private flat/apartment/condominium.  
UNLESS accompanied by actual forcible and violent breaking into or out of a building.
- 2. Theft from the **Open**.
- 3. The first 1% of the Total **Sum Insured** or RM250.00, whichever is lower.
- 4. Theft by **Your** domestic servants or any member of **Your Family** or **Household**.
- 5. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of insurance**, this cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

**What is Not Covered**

- 1. (a) If the Building or any part of it are lent, let or sub-let.  
(b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.  
(c) Theft of servant's property outside **Your** private dwelling house or private flat / apartment / condominium.  
UNLESS accompanied by actual forcible and violent breaking into or out of a building.
- 2. Theft from the **Open**.
- 3. The first 1% of the Total **Sum Insured** or RM250.00, whichever is lower.
- 4. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of**

**insurance**, this cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

Applicable for Section I – Houseowner and/or Section II – Householder

Optional Benefit No. 6 – Increase of Indemnity limits under Additional Benefit (E) Rent Insurance

**What is Covered**

The limit of liability under the Additional Benefit (E) Rent Insurance is increased to ..... ( ) per cent of the Total **Sum Insured** on **Buildings** and /or **Contents**.

Optional Benefit No. 7 – Increase of Indemnity limits under the Additional Benefit (F) Liability to the Public

**What is Covered**

The limit of liability under the Additional Benefit (F) Liability to the Public is increased to RM..... for any one accident or series of accidents out of one **Occurrence**.

Optional Benefit No. 8 – Extension to cover Riot, Strike and Malicious Damage

**What is Covered**

This insurance is extended to cover Riot, Strike, Malicious Damage.

Loss or damage to property **insured** directly caused by:

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

**Average (Applicable for Section I – Houseowner)**

**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.**

**What is Not Covered**

**What is Not Covered**

**What is Not Covered**

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

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
- c) Any act of terrorism,

For this purpose any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. In any action, suit or other proceedings, where **We** allege that by reason of provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

- d) In respect of malicious acts, **We** shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- e) Loss of earnings, loss by delay, loss of market or other **consequential** or indirect loss or damage of any kind or description whatsoever.
- f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

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

Optional Benefit No. 9 – Extension to cover Subsidence and Landslip

**What is Covered**

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

- i) subsidence and/or heave of the site on which the buildings stand or land belonging to; or
- ii) landslip.

Subject otherwise to the terms and conditions of the **Policy**.

**What is Not Covered**

**We** will not pay for loss or damage:

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

**Note:** This insurance can be extended to cover item (a) of this Optional Benefit with payment of an additional Premium based on a separate Sum Insured.

**GENERAL EXCEPTIONS  
(APPLICABLE TO ALL SECTIONS)**

**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** allege 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.

## APPLICABLE WARRANTIES / CLAUSES

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

### 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, unless specially endorsed for such extension. Such extension if any will be stated on the **Schedule** if You choose to take these up.

### Merchandise Warranty Extension (Not exceeding 10% of total floor area) – Applicable to Section I only

Subject to additional premium for the following inclusion:

This insurance is extended to cover not more than 10% of total floor area of the premises insured herein that is used for the manufacture or deposit or storage of merchandise in direct relation to the activities of a home business but not involving Hazardous material/ goods.

#### **What is Covered**

As a result of an Insured event, **We** will provide loss or damage to the Building only.

Complimentary cover:

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

- (a) Loss or damage to stock/goods used for home business due to Fire, up to RM500 only.

#### **What is Not Covered**

- Non personal effects
- Non home content
- Merchandise
- Items that are not for personal use
- Commercial goods that can be sold for an income
- Commercial materials that can be manufacture for an income

#### Definition:

Hazardous material/goods refer to any item or agent (biological, chemical, radiological and/or physical) that has the ability to cause harm to humans, animals, or the environment. This could be as a result of the material by itself or interaction with other materials. This includes chemicals, explosives, flammable liquids, flammable solid or substances, biohazardous material and other such material.

### Foundation Exclusion (applicable to Section I)

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

### Pairs and Sets Clause (applicable to Section II & III)

It is hereby declared and agreed that notwithstanding anything contained in this **Policy** to the contrary, where any insured item consists of articles in a pair or set, **We** shall not be liable to 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 or set.

Subject otherwise to the terms exceptions and conditions of the **Policy**.

### 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 authorized to receive such **Premium**, shall lie with **Us**

### Property Damage Clarification Clause (Applicable to Section I, II, III & IV)

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.

### Radioactive/Nuclear Energy Risks Exclusion Clause

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

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

### Sanction Limitation & Exclusion Clause

No 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.

### Communicable Disease Endorsement (LMA5393)

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purpose of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1 for a Communicable Disease, or
  - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

### Property Cyber And Data Exclusion (LMA 5401)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
  - 1.1 Cyber Loss
  - 1.2 Loss, damage liability, claim, cost expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto. .
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or micro-controller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

#### Services Tax Clause

The amount of **Premium** payable by the Insured for this **Policy** will be subject to Service Tax (at prevailing rate as announced by the Government from time to time) on the **Premium**. When **We** pay a claim, the amount of claims pays by Us will be based on the amount submitted by the claimant/insured (inclusive of any relevant service tax).

## HOW WE WILL SETTLE YOUR CLAIM

#### Insurable Interest

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

#### No Right of Claim from Any Other Person

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

#### 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 (M) 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 registered under the Financial Services Act 2013, or
- Registered Valuer under the Valuers and Appraisers and Estate Agents 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 (Applicable for Section I – Houseowner)

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 of 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

#### 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 thirty (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

#### 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 made good as soon as possible any defect discovered and shall, in the meantime, 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 Our satisfaction the value of the property at the time of the happening of its destruction or the amount of such damage.

## HOW YOUR POLICY MAY BE CANCELLED

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

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

## 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.

**"Consumer Insurance Contracts"** means insurance wholly for purposes unrelated to **Your** trade, business or profession.

**"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>	
	of Annual Rate	
15 days	10%	
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.

“**Your Spouse or Spouse**” means **Your** legal spouse and is limited to one (1) spouse only.

**CLAUSES**  
(Applicable only if specified in the Schedule)

**C02A. REMOVAL OF DEBRIS (with separate Sum Insured)**

The insurance by this item is in respect of costs and expenses necessarily incurred by **You** with Our consent in the:-

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

of the portion or portions of the property insured by 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).

**We** will not pay any costs or expenses:

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

**C02B. REMOVAL OF DEBRIS (without separate Sum Insured)**

The insurance on Items (as specified in the **Schedule**) includes costs and expenses necessarily incurred by **You** with **Our** consent in the:

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

of the portion or portions of the property insured by the said Item(s) above of this **Policy** destroyed or damaged by fire or by any other peril hereby insured against. (Items (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 RM2,000,000.00 in aggregate any loss, whichever is lower.

**We** will not pay any costs or expenses:

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

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

**C03A ARCHITECT’S, SURVEYOR’S AND CONSULTANT FEES (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 authorised 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** on this item(s).

### **C03B ARCHITECT'S, SURVEYOR'S AND CONSULTANT FEES (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 supervision 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 authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to **Our** maximum liability for any loss damage and fees not exceeding the **Sum Insured** against each item.

### **C06A MORTGAGEE (CHARGE) CLAUSE 1**

Loss, if any, payable to the Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or 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 taking 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 (Chargee) shall notify **Us** of any non-occupancy or any change or 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 **We** shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this **Policy** and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, **We** 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 amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

#### **Non-Cancellation Clause**

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

### **C06B MORTGAGEE (CHARGE) CLAUSE 2**

It is hereby agreed that this Insurance {as to the interest of the Mortgagee (Chargee)} shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the Mortgagee (Chargee) provided that the Mortgagee (Chargee) shall immediately on the same coming to his knowledge, give notice thereof to **Us** and pay the additional **Premium** (if any) which may be required by **Us** from the date of such increase of risk.

#### **Non-Cancellation Clause**

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

### **C015. AUTOMATIC RENEWAL CLAUSE**

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

### **C016. REINSTATEMENT VALUE CLAUSE**

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

#### **SPECIAL PROVISIONS**

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

5. No payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.

#### **C016A. REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE**

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

#### **SPECIAL PROVISIONS**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within **twelve** (12) months after the destruction or damage, or within such further time as **We** may [during the said twelve (12) months] in writing allow otherwise no payment beyond the amount which would have been payable under the **Policy** if this clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in excess of the amount which would have been payable under the **Policy** if this clause had not been incorporated therein.
3. If the **Sum Insured** at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed then **You** shall be considered being his own insurer for the difference between the **Sum Insured** and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the **Policy** shall be separately subject to this Special Provision.
4. This Clause shall be without force or effect if:
  - a) **You** fail to intimate to **Us** within six (6) months from the date of destruction or damage, or such further time as **We** may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - b) **You** are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the **Policy** if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.
6. In the event that **We** are liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause **We** shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

#### **C018. REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES**

Notwithstanding anything to the contrary contained in the "Market Value" condition of the **Policy**, it is hereby declared and agreed that the insurance by (item as specified in the **Schedule**) 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 damage not insured by the **Policy**,
    - iii) under which notice has been served upon **You** 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 despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as **We** may [during the said twelve (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 **Our** liability under this extension not being thereby increased.
- 3) If **Our** liability 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 **Our** liability 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.

**C033. AGREED VALUE ENDORSEMENT FOR ART OBJECTS / PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS**

It is hereby declared and agreed that in the event of the undernoted item(s) of property insured being totally lost, destroyed or damaged by any peril insured against, the liability of the insurers shall not exceed the corresponding agreed value stated in the **Schedule**. Notwithstanding anything contained in this **Policy** to the contrary, where any insured items consist of articles in a pair or set, **We** shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

Subject otherwise to the terms exceptions and conditions of the **Policy**.