



## Policy

# Home Care

**Berjaya Sampo Insurance Berhad**

Registration No. 198001008821 (62605-U)

Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.

Toll Free No: 1-800-889 933

Tel.: 03-2170 7300

E-mail: [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

Website: [www.berjaysompo.com.my](http://www.berjaysompo.com.my)

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# Table of Contents

IMPORTANT NOTICE.....	3
OUR AGREEMENT.....	4
WHAT MAKES UP THIS POLICY.....	4
DUTY OF DISCLOSURE .....	4
DEFINITIONS.....	4
SECTION 1 – HOUSEOWNER .....	6
SECTION 2 – HOME CONTENTS ALL RISKS.....	9
SECTION 3 – WORLDWIDE PERSONAL ALL RISKS.....	12
EXCLUSIONS (Applicable to Section 2 & Section 3).....	12
SECTION 4 – WORLDWIDE FAMILY LIABILITY .....	13
EXCLUSIONS (Applicable to Section 4).....	13
GENERAL EXCEPTIONS (Applicable to All Sections) .....	13
GENERAL WARRANTIES.....	14
GENERAL CLAUSES.....	14
HOW WE WILL SETTLE YOUR CLAIM .....	16
HOW TO MAKE A CLAIM .....	18
YOUR RESPONSIBILITY .....	18
HOW YOUR POLICY MAY BE CANCELLED.....	18

## IMPORTANT NOTICE

Please read the terms and conditions of this **Policy** carefully, and if there is any error or misdescription herein, or if the cover is not in accordance with **Your** wishes, please return the **Policy** to Us immediately for alteration.

To help preserve the environment, **We** will send a printed copy of **Your** Policy containing the detailed Policy Wording ("booklet") once only. Please keep this booklet safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the Policy **Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this booklet, please contact **Us**.

This **Policy** is also available in Bahasa Malaysia. If **You** require a version in Bahasa Malaysia, please visit any of **Our** offices nationwide or download a copy from [www.berjaysompo.com.my](http://www.berjaysompo.com.my). In the event of any conflict or ambiguity as to the meaning between the English and Bahasa Malaysia version of this **Policy**, the English version shall prevail.

If **You** have any complaints relating to this **Policy**, please contact

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad  
Registration No: 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank  
105 Jalan Ampang  
50450 Kuala Lumpur  
Tel : 03-2170 7300  
Tol Free Hotline : 1-800-889 933  
Fax : 03-2170 4800  
Email : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If **You** are not happy with **Our** response, **You** may opt to contact either:

### OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. : 03-2272 2811  
Fax : 03-2272 1577  
E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia  
Ground Floor, Blok D  
Jalan Dato Onn  
50480 Kuala Lumpur  
Tol free : 1-300-88-5465  
General Line : 603-2698-8044 / 2698 9044 / 9179 2888  
Fax : 03-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
eLINK : [telelink.bnm.gov.my](http://telelink.bnm.gov.my)  
SMS : 15888

## OUR AGREEMENT

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 Definitions.

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

## 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.

## DEFINITIONS

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

**“Consequential Loss”** means financial loss.

**“Depreciation”** means the reduction in the value of the item or property due to **Wear and Tear**.

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

**“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**.

**“Non-Consumer Insurance Contracts”** means insurance for purposes related to **The Insured’s** trade, business or profession.

**“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.

**“Policy”** means **Your** insurance contract which consists of this **Policy** wording and **Schedule**.

**“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.

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

**“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.

**“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:

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

**“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, Berjaya Sompo Insurance Berhad.

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

## SECTION 1 – HOUSEOWNER

### 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 caused by an **Insured Event**.

#### Your Building

“Buildings” means buildings of a Private Dwelling House at the **Premises** and includes:

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

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

### INSURED EVENTS

What is Covered	What is Not Covered
<b>We</b> will provide cover for loss or damage to <b>Your</b> 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: <ul style="list-style-type: none"><li>• <b>You</b>; or</li><li>• <b>Your Family</b> member.</li></ul> (ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"><li>• <b>You</b>; or</li><li>• <b>Your</b> agent or servant; or</li><li>• Any person resident on the Private Flats or Apartments.</li></ul>	<b>We</b> will not provide cover for loss or damage to <b>Your</b> Building and/or Contents as follows:
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes	(a) The <b>Excess</b> amount stated in the <b>Schedule</b> . (b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.



6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt.	(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> . (b) Loss or damage due to theft by <b>Your</b> domestic servants or any member of <b>Your Family</b> .
What is Covered	What is Not Covered
7. Hurricane, Cyclone, Typhoon, Windstorm	(a) The <b>Excess</b> amount stated in the <b>Schedule</b> . (b) Loss or damage to: (i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected; (ii) metal smoke stacks, awnings, blinds, signs and other outdoor <b>Fixtures</b> or <b>Fittings</b> including gates and fences.
8. Earthquake, Volcanic Eruption	(a) The <b>Excess</b> amount stated in the <b>Schedule</b> .
9. Flood	(a) The <b>Excess</b> amount stated in the <b>Schedule</b> . (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 <b>Premises</b> of <b>Your</b> property.	

#### ADDITIONAL BENEFITS

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

#### (A) Rent Insurance

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

#### (B) Liability to the Public

What is Covered	What is Not Covered
<p><b>We</b> will indemnify <b>You</b> or Spouse <b>Your</b> legal liability in respect of accidents or series of accidents arising out of one <b>Occurrence</b>, during the <b>Period of Insurance</b> to property or bodily injury to another person, who is not a member of <b>Your Family, Household</b> or in <b>Your</b> service:</p> <p>(a) Liability as owner of <b>The Insured</b> Building caused by a defect in the buildings.</p>	<p>(a) Any claims brought against <b>You</b> or Spouse, in any country in courts outside Malaysia.</p> <p>(b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>(c) <b>We</b> shall not be liable for injury or damage arising out of or incidental to:</p>

<p>(b) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.</p> <p><b>Our</b> limit of liability shall not exceed the sum specified on the <b>Schedule</b>.</p> <p><b>We</b> will also indemnify <b>You</b> or Spouse:</p> <p>(i) Legal costs and expenses recoverable from <b>You</b> or Spouse by any claimant, provided such legal cost and expenses were incurred before the date <b>We</b> shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one <b>Occurrence</b>.</p> <p>(ii) Legal costs and expenses incurred by <b>You</b> or Spouse with <b>Our</b> consent.</p> <p>If Buildings are for Blocks of Flats or Apartments, <b>Our Indemnity</b> to <b>You</b> is restricted to <b>Your</b> legal liability for claims made on <b>You</b> as owner of the Buildings, as specified on the <b>Schedule</b>, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the <b>Period of Insurance</b>.</p> <p><b>We</b> will indemnify <b>Your</b> personal representative in the event of <b>Your</b> death, in respect of the liability incurred by <b>You</b> or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the <b>Policy</b>.</p>	<ul style="list-style-type: none"> <li>• Ownership, possession or use by or on behalf of <b>You</b> or Spouse of any lift, vehicle, vessel or craft of any kind;</li> <li>• The carrying out of alterations, additions, repairs or decorations to <b>Your</b> buildings;</li> <li>• Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in <b>The Insured Buildings</b>), for insurance for Private Flats or Apartments;</li> <li>• Any contractual agreement;</li> <li>• 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;</li> <li>• Any part of the insured Buildings used in connection with <b>Your</b> profession or business.</li> </ul>
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## CLAUSES

### ARCHITECT'S SURVEYOR'S, ENGINEER'S AND CONSULTANT'S 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.

### FOUNDATION EXCLUSION

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

Note 1: \* "upper" may be substituted for "under".

Note 2: The words in brackets may be omitted.

### REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

It is hereby declared and agreed that the insurance 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 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.

#### REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance hereby insured 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 Ringgit Malaysia Two Million (RM2, 000,000) in aggregate any one 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 that Our maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

## SECTION 2 – HOME CONTENTS ALL RISKS

#### INSURED EVENTS

We will by payment or at Our option by repair, reinstatement or replacement indemnify You against loss destruction or damage by fire, theft or any other accident or misfortune to Contents belonging to You or to members of Your Family permanently residing with You whilst contained in Your Premises specified in the Schedule. This includes The Insured Events specified under Section 1 - Houseowner.

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

Provide that:

- (a) No one article (furniture, pianos, organs, Household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total Sum Insured on Contents, unless such article is specially declared as a separate item;
- (b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total Sum Insured on Contents.
- (c) 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.
- (d) If the private dwelling 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 Endorsement.
- (e) You shall take all reasonable precautions for the safety of the property insured.

The cover for the contents excludes:

- (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.

#### 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. The Additional Benefits under Section 1 – Houseowner are also included under this Section.

**(A) Contents Temporarily Removed**

**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.

The above excludes:

- (1) Contents removed for sale or exhibition and contents placed at furniture storage area and/or
- (2) losses due to hurricane, cyclone, typhoon, windstorm, earthquake, volcanic eruption and **Flood** whilst the contents are in transit.
- (3) Contents left in any unattended vehicles.

**(B) Breakage to Mirrors**

**You** are covered for breakage of mirrors (excluding Hand Mirrors) whilst in the Private Dwelling.

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

**(C) Compensation for Death**

**You** are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.

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

**(D) Servants Property**

**You** are covered for loss or damage caused by an **Insured Event** to clothing and **Personal Effects** of **Your** domestic servant(s) (excluding Cash, currency notes, bank notes and stamps) who stay with **You** or **Your Family** within the Geographical Area as stated on the **Schedule**, provided such contents are not insured under another insurance **Policy**.

The Maximum limit of liability of this benefit is RM500.00 any one incident.

**(E) Personal Money**

**We** will pay for loss of personal money, belonging to **You** or **Your Family**, directly caused by theft accompanied by actual forcible and violent breaking into or out of **Your** home.

But will not pay if **Your** home is left unoccupied for more than ninety (90) consecutive days.

The maximum **We** will pay is RM1, 000.00 any one claim or in the aggregate during the **Period of Insurance**.

**(F) Locks and Keys**

If the locks and keys of external doors and safes and alarms in **Your** home are damaged by thieves following a break-in to **Your Premises**, **We** will pay for the cost of replacing the lock mechanism or at **Our** option changing the locks.

**We** will not cover:

- loss or damage caused by any process of repair or restoration;
- the cost of repair due to mechanical or electrical breakdown.

The maximum **We** will pay in respect of any one claim or incident is RM500.00.

**(G) Title Deeds and Documents**

**We** will pay the cost necessarily incurred in replacing Title Deeds or Legal Documents lost or destroyed by thieves following break-in to **Your Premises** or by an insured perils covered under this Section.

The maximum amount **We** will pay is RM1,000 .00 any one incident.

**We** will not pay:

- for any transportation or travelling or accommodation expenses;
- if **Your** home is left unoccupied for more than ninety (90) consecutive days.

**(H) Water Filter**

**We** will pay for accidental loss or damage to **Your** water filter located outside the building.

**We** will not pay:

- for lost or damage due to **Wear and Tear**;
- for the cost of repair due to mechanical and electrical breakdown.

**We** will have the option to pay the reasonable cost **You** incurred for replacing or repairing the item to a condition which is substantially the same as when it was new or replace or repair the item.

The maximum **We** will pay is RM1, 000.00 any one claim and in the aggregate during any one **Period of Insurance**.

**(I) Snatch Theft**

If **Your** jewellery, money or **Personal Effects** while on **Your** person are stolen or damaged by thief or wayside robber, **We** will compensate **You** for such loss or damage but up to an amount of RM1, 000.00 any one incident.

The loss or damage must be reported to the Police immediately and in any case not more than 24 hours after the **Occurrence** of the incident before **We** pay.

**We** will not pay if the loss or damage occurred in **Your** home which **You** normally reside.

**(J) Frozen Foods**

**We** will pay the cost of replacing food spoilt in any deep freeze cabinet or refrigerator in **Your** home due to rise or fall in temperature caused by leakage or escape of refrigerant fumes or gasses or breakdown of the freeze cabinet or refrigerator.

**We** will not pay for any food spoilage:

- caused by **You** or **Your Family**;
- caused by a person on **Your Premises** with **Your** or **Your Family's** consent;
- caused by the accidental or deliberate non-supply of electricity by the electricity supply authority;
- if **Your** home is left unoccupied for more than ninety (90) consecutive days.

The maximum **We** will pay is RM500.00 in respect of any one claim or in the aggregate during any one **Period of Insurance**.

**CLAUSES**

**STRIKE RIOT AND CIVIL COMMOTION ENDORSEMENT**

It is hereby understood and agreed that this **Policy** is extended to cover Strike, Riot and Civil commotion damage which for the purpose of this **Endorsement** shall mean loss of or damage to the property insured directly caused by:

- (1) the act of any person taking part together with other in any disturbance of the public peace (whether in connection with a strike or a lock-out or not) not being an **Occurrence** mentioned in the exclusions below.
- (2) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- (3) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (4) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided always that **We** shall not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny.

- (b) Any act of terrorism.

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

This **Endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and (b) above.

In any action, suit or other proceeding, where the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

In the event any portion of this **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

#### **MALICIOUS DAMAGE ENDORSEMENT**

It is hereby declared and agreed that this **Policy** is extended to include Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with any of the following Occurrences:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence.

Further noted that this extension does not cover:

- (i) consequential or indirect loss or damage of any kind or description whatsoever.
- (ii) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

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

### **SECTION 3 – WORLDWIDE PERSONAL ALL RISKS**

#### **INSURED EVENTS**

**We** will pay for accidental loss or damage to **Your Personal Effects** occurring anywhere in the world worn or carried on by **You** or **Your Family** permanently residing with **You** as described in the **Schedule**.

The following conditions shall apply:

- (1) **We** will pay up to a maximum of RM3,000 per item or the **Sum Insured** set against each item stated in the **Schedule** whichever is lower.
- (2) If an item is part of a pair, set or collection, **We** will pay no more than the actual value of the item. No allowance will be made for any special value an item may have as part of the pair, set or collection, nor for any reduction in value of the remaining part or parts.
- (3) **You** shall take all reasonable precautions for the safety of the property insured.
- (4) The first RM100.00 in respect of any one claim or accident shall be borne by **You**
- (5) If any one item is lost, damaged or destroyed, **We** will at **Our** option:
  - pay the reasonable cost **You** incurred for replacing or repairing the item to a condition which is substantially the same as when it was new, or
  - replace or repair the item, or
  - pay **You** up to the **Sum Insured** (as stated under item 1 above) or the reasonable cost of replacing or repairing the item.

### **EXCLUSIONS (Applicable to Section 2 & Section 3)**

**We** shall not pay for:

- 1. loss or damage caused by
  - (a) disappearance, shortage, shrinking, scratching, denting, rusting, wear or tear, inherent vice, deterioration or any other gradually operating cause or moth, vermin or insects.
  - (b) any process of washing, cleaning, dyeing, restoring, maintaining, altering or repairing.
  - (c) breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by fire or theft.
  - (d) delay confiscation or detention by Customs or other Government Officials or authorities.
- 2. mechanical or electrical breakdown or derangement.
- 3. loss or damage to:  
deeds, bonds, bills of exchange, promissory notes, money or securities for money, medals, bullion, gold, precious stones, postage stamps, collections of stamps or coins, curiosities or works of art, manuscripts or business books, plans, patterns, models or moulds, drawings or designs, computer records, contracts or other documents unless specifically mentioned.
- 4. loss or damage to any Insured Item left in an unattended vehicle or left in the **Open**.
- 5. loss of any Insured Item by theft where any member of **Your Household**, domestic staff or any person lawfully on **Your Building** is directly or indirectly involved in such act.

6. loss or damage to clothing, footwear, curtains and **Household** linen (only applicable to Section 3).
7. (a) Section 2 – an **Excess** of RM200 of each and every loss except loss or damage caused by fire or lightning. This exception is not  
(b) Section 3 – an **Excess** of RM100 of each and every loss.

#### SECTION 4 – WORLDWIDE FAMILY LIABILITY

##### INSURED EVENTS

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

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

Occurring during the **Period of Insurance** shown in the **Schedule** solely in a personal capacity (not as occupier or owner of the **Premises**) and happening anywhere in the world.

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

The total amount **We** will pay shall not exceed RM300,000 any one **Occurrence** or in the aggregate including all legal costs and expenses incurred by **Us** or by **You** with **Our** written consent.

Provided always that no compensation for damages will be payable unless judgments are delivered by or obtained from a court of competent jurisdiction within Malaysia for the enforcement of a judgment obtained elsewhere. **We** shall not pay for costs and expenses of litigation recovered by any claimant from **You**, which are not incurred and recoverable within Malaysia.

#### EXCLUSIONS (Applicable to Section 4)

**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 by **You** or on **Your** behalf.
  - (d) the pursuit or exercise by **You**, or a member of **Your Family** 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.
5. Fines, penalties, punitive or exemplary damages of any kind.
6. Any alterations, additions or repairs to **Your Premises**.

#### 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** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

#### General Exception 2

**We** will not cover loss or damage:

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

#### General Exception 3

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

#### General Exception 4

Loss or damage caused by or attributed to the act of:

- (a) cheating; and/or set out in the Malaysian Penal Code, "Cheating" as defined in the Penal Code is as follows:  
"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'".
- (b) criminal breach of trust; as set out in the Malaysian Penal Code.  
"Criminal Breach of Trust" as defined in the Penal Code is as follows:  
"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits 'criminals breach of trust'".

### GENERAL WARRANTIES

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

#### RESTRICTION OF MERCHANDISE WARRANTY (APPLICABLE TO SECTION 1 ONLY)

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

#### PREMIUM WARRANTY (APPLICABLE TO ALL SECTIONS)

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

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

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

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

### GENERAL CLAUSES

#### DATE RECOGNITION (APPLICABLE TO SECTION 1 & 2 ONLY)

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

- A. We will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **Consequential Loss** directly or indirectly caused by, consisting of, or arising from, the failure or



inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property belongs to You or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

1. correctly recognize any date as its true calendar date;
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that We will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that We will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **Consequential Loss** directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by **You** or for **You** or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.
- D. It is further understood that We will not pay for any **Consequential Loss** resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any **Consequential Loss** referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

*Saving Clause: This **Endorsement** shall not exclude subsequent loss or damage or **Consequential Loss** which itself results from an insured peril as defined in the **Policy**.*

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

#### **PROPERTY DAMAGE CLARIFICATION CLAUSE (APPLICABLE TO SECTION 1 & 2 ONLY)**

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 (APPLICABLE TO SECTION 1 & 2 ONLY)**

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

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

#### **SANCTION LIMITATION EXCLUSION CLAUSE (APPLICABLE TO ALL SECTIONS)**

No Insurer shall be deemed to provide cover and no 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 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 or United States of America.

#### **COMMUNICABLE DISEASE EXCLUSION (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 purposes 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 (LMA5401)**

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 microcontroller 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.

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.

### **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 – (B) Liability to the Public, these persons are deemed to be members of **Your Household**.

#### Market Value

**We** will indemnify **You** **The Insured** value or the market value of **The Insured** property whichever is lower subject to the deduction of any **Excess**.

Market value means the value of the property insured at the time of loss or damage less allowance for **Wear and Tear** and/or **Depreciation**.

The market value shall be determined by a valuation obtained by **Us** from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- loss adjuster licensed under the Insurance Act 1996, or
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both **You** and **Us**.

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

#### Our Maximum Liability

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

#### Average

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

#### Excess

For loss or damage (except by fire) to the Buildings of the Private Dwelling House by any **Insured Event** where **Excess** applies, **Excess** shall separately apply to:

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

#### Other Insurance

If there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

#### Subrogation

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

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

#### Fraud

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

#### Right of Access and Control

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

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

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

#### Arbitration

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

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

**You** and **Us** clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

## HOW TO MAKE A CLAIM

### Notice and Proof of Claim

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

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

### Building Plans

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

### Liability Claims

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

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

**You** shall not without **Our** written consent:

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

## YOUR RESPONSIBILITY

### 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 the satisfaction of the Company the value of the property at the time of the happening of its destruction or the amount of such damage.

## HOW YOUR POLICY MAY BE CANCELLED

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

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