



BERJAYA SOMPO INSURANCE

STAMP DUTY PAID



Policy

Houseowner/Householder

The benefits payable under eligible policy are protected by PIDM up to limits.

Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
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IMPORTANT NOTICE

This is **Your** Houseowner/Householder **Policy**. **You** should satisfy yourself that this **Policy** will best serve **Your** needs. **You** should read and understand the **Policy** terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this **Policy**. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the **Policy** to **Us** immediately for amendment.

You must fully observe and fulfill this **Policy**'s terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy**.

To help preserve the environment, **We** will send a printed copy of this **Policy** Wording once only. Please keep this **Policy** Wording 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 copy of the **Policy** Wording, please download a copy from www.berjayasompo.com.my based on the jacket code provided.

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

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
E-mail : customer@bsompo.com.my

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

FINANCIAL MARKETS OMBUDSMAN SERVICE

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Website : www.fmos.org.my

BNMLINK

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel : 1-300-88-5465
Overseas : +603 2174 1717
BNMLINK Webpage : bni.gov.my/BNMLINK

OUR AGREEMENT

Applicable for Consumer Insurance Contracts

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**.

Applicable for Non-Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sompo Insurance Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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**.

YOUR DUTY TO INFORM US

Duty of Disclosure

Applicable for Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have 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 are 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.

Applicable for Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it 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.

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.

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.

“Consumer Insurance Contracts” means insurance wholly for purposes unrelated to the Insured's 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**.

“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.

“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:

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” means the person(s) named on the **Schedule** as the insured.

INSURING CLAUSE (Applicable for Buildings and/or Contents)

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

This cover will be given on the basis 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, **Your** contents or both.

Your Building

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

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

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

Your Contents

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

What is Covered	What is Not Covered
<p>The cover for the contents is limited to:</p> <p>(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;</p> <p>(b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total Sum Insured on Contents.</p>	<p>The cover for the contents will not include:</p> <p>(a) Part of the structure or ceiling, wallpapers or anything similar;</p> <p>(b) Property insured under more specific policies;</p> <p>(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.</p>

APPLICABLE WARRANTIES (Applicable for Buildings and/or Contents)

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

Restriction of Merchandise Warranty

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

Premium Warranty

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

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

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

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

INSURED EVENTS (Applicable for Buildings and/or Contents)

What is Covered	What is Not Covered
<p>We will provide cover for loss or damage to Your Building and/or Contents caused by any of the following:</p> <ol style="list-style-type: none"> 1. Fire, Lightning, Thunderbolt, Subterranean Fire 2. Explosion 3. Aircraft and Other Aerial Devices and/or articles dropped therefrom 4. Impact with any of the buildings: <ol style="list-style-type: none"> (i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your Family member. (ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"> • You; or • Your agent or servant; or • Any person resident on the Private Flats or Apartments. 	<p>We will not provide cover for loss or damage to Your Building and/or Contents as follows:</p>
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes	<p>(a) The Excess amount stated in the Schedule.</p> <p>(b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.</p>
6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt	<p>(a) If 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.</p> <p>(b) Loss or damage due to theft by Your domestic servants or any member of Your Family.</p>
7. Hurricane, Cyclone, Typhoon, Windstorm	<p>(a) The Excess amount stated in the Schedule.</p> <p>(b) Loss or damage to: <ol style="list-style-type: none"> (i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected; (ii) metal smoke stacks, awnings, blinds, signs and other outdoor Fixtures or Fittings including gates and fences. </p>
8. Earthquake, Volcanic Eruption	(a) The Excess amount stated in the Schedule .
9. Flood	<p>(a) The Excess amount stated in the Schedule.</p> <p>(b) Loss or damage to buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.</p>
10. Robbery and hold up in the Premises of Your property	

ADDITIONAL BENEFITS

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

APPLICABLE FOR CONTENTS

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

(A) Contents Temporarily Removed

What is Covered	What is Not Covered
<p>You are covered for an Insured Event when the contents are temporarily removed from Your Private Dwelling, but remaining within the Geographical Area, provided such contents are not covered under another insurance Policy.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the Total Sum Insured on Contents.</p>	<ul style="list-style-type: none"> (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	What is Not Covered
<p>You are covered for breakage of mirrors whilst in the Private Dwelling. The limit of liability is RM500.00 per piece any one accident.</p>	<ul style="list-style-type: none"> (a) Hand Mirrors

(C) Compensation for Death

What is Covered	What is Not Covered
<p>You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.</p> <p>If there are more than one (1) named Insured, We will be liable for a pro-rate proportion of the compensation. For a Corporation, You must nominate a person or persons and lodge their name(s) with Us.</p> <p>The limit of liability of this benefit is the sum specified on the Schedule or one-half of the Total Sum Insured on Contents, whichever is lesser.</p>	

(D) Servants Property

What is Covered	What is Not Covered
<p>You are covered for loss or damage caused by an Insured Event to clothing and Personal Effects of Your domestic servant(s), who stay with You or Your Family within the Geographical Area as stated on the Schedule, provided such contents are not insured under another insurance Policy.</p>	<ul style="list-style-type: none"> (a) Cash, currency notes, bank notes and stamps.

APPLICABLE FOR BUILDINGS AND/OR CONTENTS

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

(E) Rent Insurance

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

(F) Liability to the Public

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

GENERAL EXCEPTIONS (Applicable for Buildings and/or Contents)

You will not be covered under the following circumstances:

General Exception 1

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

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- (b) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (c) Any act of terrorism.

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

Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said **Occurrences** shall be deemed to be loss, damage or a contingency which is not covered by this insurance. **You** have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, where **We** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

General Exception 2

We will not cover loss or damage:

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

General Exception 3

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

HOW WE WILL SETTLE YOUR CLAIM (Applicable for Buildings and/or Contents)

Insurable Interest

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

No Right of Claim from Any Other Person

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

Limit to Three (3) Paying Guests Only

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

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

Market Value

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

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

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

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or

- loss adjuster registered under the Financial Services Act 2013, or
- Registered Valuer under the Valuers, 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

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 (Applicable for Buildings and/or Contents)

Notice and Proof of Claim

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

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

Building Plans

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

Liability Claims

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

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

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

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

YOUR RESPONSIBILITY (Applicable for Buildings and/or Contents)

Duty of Care

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

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

Reinstatement of Sum Insured

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

You are required to pay an additional pro rata **Premium** based on the amount of loss calculated from the date of loss to the expiry date of insurance.

Unvalued Policy Clause

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

HOW YOUR POLICY MAY BE CANCELLED (Applicable for Buildings and/or Contents)

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

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

CLAUSES/ENDORSEMENTS (THE FOLLOWING CLAUSES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

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.

DATE RECOGNITION

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

IMPACT DAMAGE

We hereby agreed and declare that the insurance this **Policy** shall extend to include loss or damage to the property described in the **Schedule** and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control by **You**, or any member of **Your Family** or any person in and upon **Your** service, provided that the first RM250.00 of each and every claim under this **Endorsement** shall be borne by **You**, as ascertained after the application of any condition of average.

Provided always that all the conditions of the **Policy** shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

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

INDUSTRIES, SEEPAGE, POLLUTION & CONTAMINATION CLAUSE

This **Policy** does not cover any liability for :-

- (1) Personal Injury or Bodily Injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning up seepage, polluting contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This clause shall not extend this **Policy** to cover any liability which would not have been covered under this **Policy** had this clause not been attached.

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

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.
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.

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 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 fission or other like reaction or radioactive force or matter.

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA3100

We shall not provide cover and shall not 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 **Us** 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.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto it is agreed that this insurance excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) 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; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 any liability, loss, damage, cost or expenses 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 (1) and/or (2) above.

If **We** alleges that by reason of this exclusion, any liability, 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**.

CLAUSES/ENDORSEMENTS/OPTIONAL BENEFITS

(THE FOLLOWING CLAUSES/ENDORSEMENTS/OPTIONAL BENEFITS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)

ARCHITECT'S SURVEYOR'S, ENGINEER'S AND CONSULTANT'S 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, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those 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).

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.

AUTOMATIC RENEWAL CLAUSE

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

FOUNDATION EXCLUSION CLAUSE

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.

MORTGAGEE (CHARGEES) CLAUSE 1

Loss, if any, payable to the Bank or Firm as specified in the **Schedule** as 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 of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this **Policy** it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the **Premium** for such increased hazard for the term thereof otherwise this **Policy** shall be null and void.

And it is further agreed that whenever **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 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 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).

OPTIONAL BENEFIT NO. 8 - EXTENSION TO COVER RIOT, STRIKE AND MALICIOUS DAMAGE

What is covered

This insurance is extended to cover Riot, Strike and 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

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

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

What is not covered

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

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

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

In any action, suit or other proceedings, where **We** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon **You**.

- (d) In respect of malicious acts, **We** shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- (e) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of 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.

PAIRS AND SETS CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in this **Policy** to the contrary, where any insured item consist 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**.

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.

REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

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 the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 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 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 **Your** 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** fails to intimate to **Us** within six (6) months from the date of destruction or damage, or such further time as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.
 - 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 behalf of **You** 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.

REINSTATEMENT VALUE CLAUSE

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 the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 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 or damage to such property by any other peril insured against by this **Policy**, then **You** shall be considered as being **Your** own insurer for the **Excess** and shall bear a rateable proportion of the loss accordingly. Each item of the **Policy** (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:-
 - a) **You** fails 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, **Your** 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 behalf of **You** which is not upon the identical basis of reinstatement set forth therein.

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**.

REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance by this item 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 **Our** maximum liability shall not exceed the sum stated in the **Schedule** for which the Item(s) is/are insured.