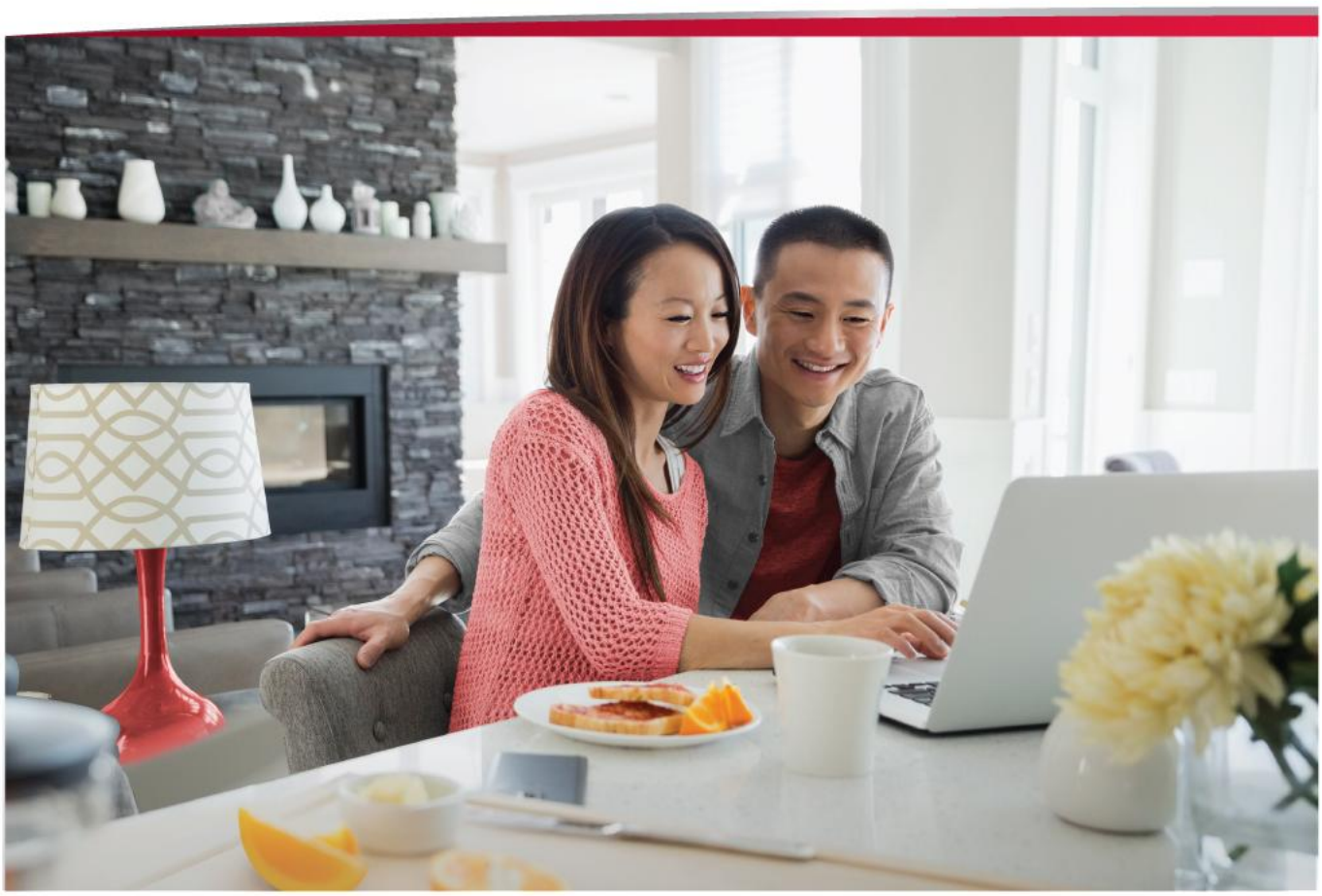
BERJAYA SOMPO INSURANCE

STAMP DUTY PAID



Policy

SOMPO Home Content

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.
Toll Free: 1-800-889-933
Tel.: 03-2170 7300
E-mail: customer@bsompo.com.my
Website: www.berjayasompo.com.my

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IMPORTANT NOTICE

This is **Your** SOMPO Home Content **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 : bnm.gov.my/BNMLINK

OUR AGREEMENT

The **Policy**, **Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflects the Terms and Conditions of the contract of insurance as agreed between **You** and **Us** and is issued in consideration of the payment of **Premium** as specified in the **Schedule** and pursuant to the answers given in the Proposal Form completed by **You** (or on **Your** behalf by **Your** intermediary) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form and the time this Contract is entered into.

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation in answering the questions in the Proposal Form i.e. **You** should answer the questions fully and accurately. Failure to take 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 the event of any pre-contractual misrepresentations made in relation to **Your** answers and in any disclosures given by **You**, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

You 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 is inaccurate or has changed.

At the point of purchasing this insurance and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance that **You** have bought which provides like or similar type of coverage to the items insured under this contract of insurance.

DEFINITIONS

Some words and expressions in this **Policy** has been printed in bold because they have been given specific meaning as follows:

Contents
Household goods and **Personal Effects** of every description, belonging to **You**, any member of **Your** family and/or **Your** domestic helpers normally residing with **You**, contained in the **Premises** as specified in the **Schedule**.

Customary Short-Period Rates
The percentage of annual rate charged for the duration of cover:

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

Endorsement
A written alteration to the terms, conditions and/or Warranties of this **Policy**.

Excess
The amount **You** must pay towards a claim before **We** pay. The amount will be stated in the **Schedule**.

Occurrence
The date when the incident took place.

Open
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
The period for which **You** are insured as shown in the **Schedule**.

Personal Effects
Personal items for his/her personal use, for example clothing, watch or wallet.

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

Premises
The location shown in the **Schedule** on which the building or outbuilding is built.

Premium
Any amount **We** require **You** to pay under the **Policy** and includes Government charges.

Schedule
The **Policy Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and **Sum Insured** are specified.

Secured
Locked so as to prevent entry other than by using force.

Sum Insured
The amount **You** have selected to insure **Your Contents** as shown in the **Schedule**.

Warranty
Restrictions or obligations that the **Policy** imposes on **You**. A breach of a **Warranty** will entitle **Us** to reject the claim for loss or damage.

We, **Our** and **Us**
Berjaya Sompo Insurance Berhad.

You and **Your**
The person(s) named in the **Schedule** as the insured.

WHAT WE WILL COVER

We will cover **You** against loss or damage by:
1) Fire,
2) Theft including robbery, or
3) Accident

to **Your Contents**.

WHAT WE WILL NOT COVER

We will not pay for loss or damage:
(1) occasioned by or happening through:
  (a) mechanical or electrical breakdown or derangement;
  (b) disappearance, shortage, shrinking, rusting, wear or tear, inherent vice, deterioration or any other gradually operating cause or moth, vermin or insects;
  (c) any process of washing, cleaning, dyeing, restoring, maintaining, altering or repairing;
  (d) scratching or denting of any article or breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) unless caused by fire or theft;
(2) to cash, bank notes, cheques, securities for money, deeds, bonds, bills of exchange, promissory notes, stamp collections, documents of any kind, books of account, manuscript, medals, coins, motor vehicles and accessories;
(3) If the **Premises** is unoccupied for more than ninety (90) days whether consecutively or not, in any one **Period of Insurance**, wherein the insurance cover will be suspended unless earlier agreed by **Us** by way of **Endorsement**;
(4) due to theft of any **Contents** left inside a vehicle or left in the **Open**;
(5) if **You** do not take all reasonable precautions to avoid loss or damage to **Your Contents**;

(6) caused directly or indirectly by:
   (a) war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not);
   (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 claim, action, suit or other proceedings where **We** allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss, damage or other contingency happened independently of the existence of such abnormal conditions and is covered by this insurance, shall be upon **You**.
(7) caused by any order of the Government, Public Municipality or Local Authority;
(8) arising from or in consequence of or contributed to by nuclear weapons material;
(9) 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;
(10) due to consequential loss or damage of any kind resulting from fire, theft or accident.

CLAUSES/WARRANTIES/ENDORSEMENTS
(THE FOLLOWING CLAUSES/WARRANTIES/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.

DAMAGE TO PROPERTY ENDORSEMENT (Limit: 5% of Sum Insured)

The insurance on properties or **Contents** insured includes costs and expenses necessarily incurred by **You** in respect of damage to property not otherwise insured resulting from any theft or attempted theft occurring during the **Period of Insurance**. **Our** liability for any loss, damage, costs and expenses will not exceed 5% of the **Sum Insured** and is payable in addition to the total **Sum Insured** specified in 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**.

MALICIOUS DAMAGE ENDORSEMENT

This **Policy** is extended to cover 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);

(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.

This **Endorsement** 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.

PAIRS AND SETS CLAUSE

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 or damaged, without reference to any special value which such article or articles may have as part of such pair or set.

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 this **Premium** payment condition is not complied with, this **Policy** shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided 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**.

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.

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**.

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.

STRIKE, RIOT AND CIVIL COMMOTION ENDORSEMENT
This **Policy** is extended to cover loss of or damage to the **Contents** 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.

We shall not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
(a) 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 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 **We** allege 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.

UNVALUED POLICY CLAUSE
This is an unvalued **Policy**. **You** must prove to **Our** satisfaction the value of the property at the time of the loss or the amount of such damage.

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**.

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** 7 days' notice in writing to **Your** last known address and will refund the pro rata **Premium** equal to the unexpired **Period of Insurance**.

HOW TO MAKE A CLAIM

You must immediately notify **Us** in writing of any loss or damage and:
- within 30 days, deliver to **Us** a statement with details and proof of the loss or damage at **Your** own expense; and
- for loss or damage by theft or attempted theft, **You** must immediately lodge a Police report.

HOW WE WILL SETTLE YOUR CLAIM

Settlement Options
We will at **Our** option make payment, repair, reinstate or replace the items where claims are payable.

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 **Contents** of **Your** family or **Your** domestic helpers, only **You** can make a claim on their behalf.

Basis of calculation of amount payable
In the event of the **Contents** insured being lost or damaged, the amount payable shall be calculated based on the cost of repairing or replacing the item of the same kind or type but not superior than the insured item when new.

Our Maximum Liability
Our maximum liability must not exceed the limit per item and total **Sum Insured** as specified in the **Schedule**.

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

Subrogation
We are entitled to recover compensation in **Your** name from any third party causing loss or damage to the items covered by this **Policy** at **Our** own expense and for **Our** benefit.

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

Right of Access and Control
On the happening of any loss or damage **We** are entitled to:
(a) enter the building where the loss or damage has happened;
(b) take and keep possession of the **Contents**;
(c) deal with the salvage of the damaged insured item.
However, **You** shall not abandon the damaged insured item to **Us**.

Jurisdiction
All disputes relating to this **Policy** must be submitted to the exclusive jurisdiction of the courts in Malaysia.

Governing Law
This **Policy** shall be governed by and interpreted in accordance with Malaysian law.

REINSTATEMENT OF SUM INSURED

After the loss or damage, the total **Sum Insured** shall be reduced by the amount of the loss or damage and such reduced **Sum Insured** shall be the limit of **Our** liability in respect of any further losses or damage occurring during the same **Period of Insurance**, unless **We** agree upon payment of additional **Premium** to reinstate the full **Sum Insured**.