PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group

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OUR AGREEMENT

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

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 Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of 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 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 **PACIFIC & ORIENT INSURANCE CO. 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 Glossary.
The coverage provided under this **Policy** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Policy**.

YOUR DUTY TO INFORM US

Duty of Disclosure

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 O**ccurrence** of any loss or damage.

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 Buildings** 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
The cover for the contents is **limited** to: a) The maximum sum insured for one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) is: b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed:	The cover for the contents **will not include**: a) Part of the structure or ceiling, wallpapers or anything similar; b) Property insured under more specific policies; c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the **Schedule**.

Contents Sum Insured	50,000	100,000	200,000
Maximum Sum Insured	2,500	5,000	10,000

Contents Sum Insured	50,000	100,000	200,000
Maximum Sum Insured	16,667	33,333	66,667

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
We will provide cover for loss or damage to **Your Building** and/or **Contents** by any of the following:	**We** will not provide cover for loss or damage to **Your Building** and/or **Contents** as follows:
1) Fire, Lightning, Thunderbolt, Subterranean Fire	
2) Explosion	
3) Aircraft and Other Aerial Devices and/or articles dropped therefrom	
4) Impact with any of the buildings: i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of: ▪ **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: ▪ **You**; or ▪ **Your** agent or servant; or ▪ Any person resident on the Private Flats or Apartments.	

5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes	a) The **Excess** amount stated on the **Schedule**. b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt	a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one **Period of Insurance**, the cover will be suspended unless agreed by **Us** by way of an **Endorsement.** b) Loss or damage due to theft by **Your** domestic servants or any member of **Your Family.**
7) Hurricane, Cyclone, Typhoon, Windstorm	a) The **Excess** amount stated in the **Schedule.** b) Loss or damage to: i) Any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected; ii) Metal smoke stacks, awnings, blinds, signs and other outdoor **Fixtures** or **Fittings** including gates and fences
8) Earthquake, Volcanic Eruption	The **Excess** amount stated in the **Schedule.**
9) Flood	a) The **Excess** amount stated in the **Schedule** b) Loss or damage to **Buildings** caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
10)**Robbery and hold up** in the premises of **Your** property	

ADDITIONAL BENEFITS

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

Applicable for Buildings

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

(A) Enhanced bursting or overflowing of water tanks, apparatus or pipes	
What is Covered	**What is Not Covered**
Including repair or replacement cost up to RM5,000 of damaged water tanks, apparatus or pipes with no Excess.	

Applicable for Contents

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

(B) Contents Temporarily Removed

What is Covered

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

The limit of liability of this benefit is:

Contents Sum Insured	50,000	100,000	200,000
Limit of Liability	7,500	15,000	30,000

What is Not Covered

(a) Contents removed for sale or exhibition.
(b) Contents placed at furniture storage area.
(c) Losses due to **Insured Event** 7 (hurricane, cyclone, typhoon, windstorm), **Insured Event** 8 (earthquake, volcanic eruption) and **Insured Event** 9 (**Flood**) whilst the **Contents** are in transit.

(C) Breakage to Mirrors

What is Covered	**What is Not Covered**
You are covered for breakage of mirrors whilst in the Private Dwelling. The limit of liability is RM500.00 per piece any one accident.	(a) Hand Mirrors

(D) Compensation for Death	
What is Covered	**What is Not Covered**
You are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury. If there are more than one (1) named insured, **We** will be liable for a pro-rate proportion of the compensation. For a Corporation, **You** must nominate a person or persons and lodge their name(s) with **Us**. The 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.	

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

(F) Loss of money due to theft	
What is Covered	**What is Not Covered**
Up to RM1,000 during any one **Period of Insurance** against loss of personal money arising out of theft, hold up or armed robbery at **Your Building.**	

Applicable for Buildings and/or Contents

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

(G) 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 benefit. (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 benefit.	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**.

What is Covered	What is Not Covered
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**.	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

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

(I) Liability to the Public	
What is Covered	**What is Not Covered**
We will indemnify **You** or Spouse **Your** legal liability in respect of accidents or series of accidents arising out of one **Occurrence**, during the **Period of Insurance** to property or bodily injury to another person, who is not a member of **Your Family**, **Household** or in **Your** service: a) Liability as owner of the insured Building caused by a defect in the **Buildings**. b) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house. **Our** limit of liability shall not exceed the sum specified on the **Schedule**. **We** will also indemnify **You** or Spouse: i) Legal costs and expenses recoverable from **You** or Spouse by any claimant, provided such legal cost and expenses were incurred before the date **We** shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one **Occurrence**. ii) Legal costs and expenses incurred by **You** or Spouse with **Our** consent. If **Buildings** are for Blocks of Flats or Apartments, **Our** indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the **Period of Insurance**. **We** will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the **Policy**.	a) Any claims brought against **You** or Spouse, in any country in courts outside Malaysia. b) All legal costs and expenses which are not incurred in or recoverable in Malaysia. c) **We** shall not be liable for injury or damage arising out of or incidental to: • Ownership, possession or use by or on behalf of **You** or Spouse of any lift, vehicle, vessel or craft of any kind; • The carrying out of alterations, additions, repairs or decorations to **Your Buildings**; • Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured **Buildings**), for insurance for Private Flats or Apartments; • Any contractual agreement; • Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos; • Any part of the insured **Buildings** used in connection with **Your** profession or business.

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 – I) 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 RESPONSIBLITY
(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 made 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**.

GLOSSARY

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

"**Consequential loss**" means financial loss.

"**Consumer Insurance Contracts**" means insurance wholly for purposes unrelated to 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.

"**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.

"**Robbery and hold up**" means that the items insured are either taken away or surrended; 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.

"**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
12months	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.

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

OPTIONAL BENEFITS

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

Applicable for Buildings Only

OB2 - Optional Benefit No 2 – Insurance of **Plate Glass**

What is Covered	**What is Not Covered**
This insurance is extended to cover accidental breakage of **Plate Glass**, occurring during the **Period of Insurance** for: 1) The replacement of **Plate Glass** with glass of similar manufacture or quality or at **Our** option, **We** will pay **You** the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet. 2) The cost incurred in boarding up such breakage for which **We** are liable.	i) Breakage of or damage to frames or framework of any description; ii) Cost of removal or replacement of any **Fittings** or **Fixtures**; iii) Breakage of glass in conservatories, green houses or outbuildings; iv) Breakage of glass which is broken or damaged at the commencement of this insurance; v) Any **Consequential Loss**.

Applicable for Contents Only

OB5A - Optional Benefit No 5A – Extension for extended theft cover but excluding theft by domestic servants or any member of **Your Family** or **Household**

What is Covered	What is Not Covered
Insured Event 6 will now be read as follows: Theft or any attempted theft. For contents temporarily removed, theft is only insured: i) at any Bank, Safe Deposit or occupied private dwelling; ii) in any building where **You** or any member of **Your Family** is residing; iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your Family** or an authorised person is in charge. For contents temporarily removed to places other than (i), (ii) and (iii) above, the **Contents** will only be insured against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.	1) a) If the building or any part of it are lent, let or sub-let. b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat / apartment / condominium. c) Theft of servant's property outside **Your** private dwelling house or private flat / apartment / condominium. UNLESS accompanied by actual forcible and violent breaking into or out of a building. 2) Theft from the **Open**. 3) The first 1% of the Total **Sum Insured** or RM250.00, whichever is lower. 4) Theft by **Your** domestic servants or any member of **Your Family** or **Household**. 5) If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of Insurance**, this cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

Applicable for Buildings and/or Contents

OB7 – Optional Benefit No 7 – Increase of Indemnity limits under the Additional Benefit (I) Liability to the Public

What is Covered	What is Not Covered
The limit of liability under the Additional Benefit (I) Liability to the Public is increased to RM100,000 for any one accident or series of accidents out of one **Occurrence.**	

OB9 – Optional Benefit No 9 – Extension to cover Subsidence and Landslip

What is Covered	What is Not Covered
This insurance is extended to cover loss or damage to the property insured caused by:	**We** will not pay for loss or damage:
i) subsidence and/or heave of the site on which the buildings stand or land belonging to; or ii) landslip. Subject otherwise to the terms and conditions of the **Policy**.	a) to swimming pools, terraces, patios, drives, footpath, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at same time; b) to or resulting from movement of solid floor slabs, unless the foundation beneath the external walls of the **Buildings** are damaged by the same cause and at the same time; c) Directly or indirectly caused by: • Coastal or river erosion; • Demolition, structural alteration or structural repair; • Defective design or inadequate construction of foundations. d) This Optional Benefit is subject to the following **Excess**, and is applicable for each and every loss: • 5% of the total **Sum Insured** or RM25,000.00 whichever is the lower, ascertained after the application of any condition of average.

C46	**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 fusion or other like reaction or radioactive force or matter.

C48	**SANCTION EXCLUSION CLAUSE** No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under the United Nations' Security Council Resolution (UNSC).

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.