



**Allianz General Insurance Company (Malaysia) Berhad** (200601015674)  
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

# Smart Home Cover – Multi Year

Policy

## Smart Home Cover – Multi Year

### Our agreement

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of Submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract if insurance between **You** and **Us**.

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

### 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 **Your** 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 **Your** Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

**You** must inform **Us** of any other insurance that **You** have bought at the time of purchasing this insurance, and also during the **period** of this insurance, covering any of the same property insured under this **Policy**.

Such notice should be given and endorsed by **Us** in this **Policy** before the Occurrence of any loss or damage, failing which all benefits under this **Policy** may be forfeited.

##### 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 **Your** Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

**You** must inform **Us** of any other insurance that **You** have bought at the time of purchasing this insurance, and also during the period of this insurance, covering any of the same property insured under this **Policy**.

Such notice should be given and endorsed by **Us** in this **Policy** before the **Occurrence** of any loss or damage failing which all benefits under this **Policy** may be forfeited.

### What makes up this policy

**Insurance does not cover You against everything that can happen. Please read this 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 this **Policy**.

### Insuring clause

**(Applicable for Section I – Houseowner and Section II - Householder)**

**We** will insure the **Building** and/or **Contents** as shown on the **Schedule** during the **Period of Insurance**.

This cover will be given on the basis:-

- (i) that **You** agree to pay **Us** the **Premium** for the cover, and
- (ii) of the verbal/written information provided by **You** at the point of entering into this contract

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.

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

**Your building**

“**Building**” 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**” means the building used for private dwelling and shall also refer to buildings of Flats and Apartments. When Blocks of Flats or Apartments are insured, Private Dwelling House will refer to such Flats or Apartments used for private dwelling.

(Applicable for **Section II – Householder**)

**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**.

Covered	Not Covered
The cover for the <b>Contents</b> is <b>limited</b> to: (a) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the yearly <b>Total Sum Insured</b> on <b>Contents</b> .	The cover for the <b>Contents</b> will <b>not include</b> : (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 <b>Schedule</b> .

**Loss of Personal Money**

Covered	Not Covered
We will indemnify <b>You</b> up to RM1,000 for loss of personal money belonging to <b>You</b> or any of <b>Your Family</b> member(s) arising from a theft or <b>Robbery and Hold Up</b> occurring in the <b>Private Dwelling House</b> .  This benefit can only be claimed once per <b>Policy Year</b> within the <b>Period of Insurance</b> .	(a) Losses which are not reported to the Police within twenty- four (24) hours. (b) Losses arising from theft without any actual forcible entry to <b>Your Private Dwelling House</b> . (c) Money belonging to <b>Your</b> employer or employer of any member of <b>Your Family</b> or <b>Household</b> relating to any

Covered	Not Covered
	business or commercial venture. (d) Loss or damage due to theft by <b>Your</b> domestic servants (unless otherwise specified in the <b>Schedule</b> ) or any member of <b>Your Family</b> .

**Applicable Warranties**

(Applicable for **Section I – Houseowner and/or Section II - Householder**)

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

**(A) 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**.

**(B) 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** provided 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 **Section I – Houseowner and/or Section II - Householder**)

Covered	Not Covered
<b>We</b> will provide cover for loss or damage to <b>Your Building</b> and/or <b>Contents</b> caused by any of the following perils:  1. Fire, Lightning, Thunderbolt, Subterranean Fire 2. Explosion 3. Aircraft and Other Aerial Devices and/or articles dropped therefrom 4. Impact to any of the: (i) <b>Private Dwelling House</b> , by any road vehicle or animals not belonging to or under the control of: • <b>You</b> ; or • <b>Your Family</b> member. (ii) Block of Flats or Apartments, by any road vehicles or animals not belonging to or under	<b>We</b> will not provide cover for loss or damage to <b>Your Building</b> and/or <b>Contents</b> as follows:

Covered	Not Covered
<p>the control of:</p> <ul style="list-style-type: none"> <li>• <b>You</b>; or</li> <li>• <b>Your</b> agent or servant; or</li> <li>• Any person resident in the Flats or Apartments.</li> </ul> <p>5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes</p> <p>6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt</p> <p>7. Hurricane, Cyclone, Typhoon, Windstorm</p> <p>8. Earthquake, Volcanic Eruption</p> <p>9. <b>Flood</b></p> <p>10. <b>Robbery &amp; Hold Up</b> in the Premises</p>	<p>(a) The <b>Excess</b> amount stated on the <b>Schedule</b>.</p> <p>(b) Destruction or damage occurring while the <b>Private Dwelling House</b> is left untenanted.</p> <p>(a) If the <b>Private Dwelling House</b> is unoccupied for more than ninety (90) days whether consecutively or not in any one <b>Period of Insurance</b>, the cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</p> <p>(b) Loss or damage due to theft by <b>Your</b> domestic servants, or any member of <b>Your Family</b> or any other person authorized to be in <b>Your Premises</b>.</p> <p>(a) The <b>Excess</b> amount stated in the <b>Schedule</b>.</p> <p>(b) Loss or damage to:</p> <ul style="list-style-type: none"> <li>(i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;</li> <li>(ii) metal smoke stacks, awnings, blinds, signs and other outdoor <b>fixtures</b> or <b>fittings</b> including gates and fences.</li> </ul> <p>(a) The <b>Excess</b> amount stated in the <b>Schedule</b>.</p> <p>(a) The <b>Excess</b> amount stated in the <b>Schedule</b>.</p> <p>(b) Loss or damage to <b>Buildings</b> caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.</p>

## Additional benefits

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

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 Section II – Householder)

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

### (A) Contents Temporarily Removed

Covered	Not Covered
<p>You are covered for an <b>Insured event</b> when the <b>Contents</b> are temporarily removed from <b>Your Private Dwelling House</b>, but remaining within the <b>Geographical Area</b>, provided such <b>Contents</b> are not covered under another insurance policy.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the Total <b>Sum Insured</b> on <b>Contents</b>.</p>	<p>(a) <b>Contents</b> removed for sale or exhibition.</p> <p>(b) <b>Contents</b> placed at furniture storage area.</p> <p>(c) Losses due to <b>Insured event 7</b> (hurricane, cyclone, typhoon, windstorm), <b>Insured event 8</b> (earthquake, volcanic eruption) and <b>Insured event 9</b> (Flood) whilst the <b>Contents</b> are in transit.</p>

### (B) Breakage to Mirrors

Covered	Not Covered
<p><b>You</b> are covered for breakage of mirrors caused by an <b>Insured Event</b> whilst in the <b>Private Dwelling House</b>.</p> <p>The limit of liability is RM500.00 per piece any one accident.</p>	<p>(a) Hand Mirrors</p>

### (C) Compensation for Death

Covered	Not Covered
<p><b>You</b> are covered against fatal injury (death) occurring in the <b>Private Dwelling House</b> due to external or visible violence caused by thieves or by fire, if the death occurs within three (3) calendar months of such injury.</p> <p>If there are more than one (1) named insured, <b>We</b> will be liable for a pro-rate proportion of the compensation. For a Corporation, <b>You</b> must nominate a person or persons and lodge their name(s) with <b>Us</b>.</p> <p>The limit of liability of this benefit is the sum specified on the <b>Schedule</b> or one-half of the Total <b>Sum Insured</b> on <b>Contents</b>, whichever is lesser.</p>	<p>None</p>

### (D) Servants Property

Covered	Not Covered
<p><b>You</b> are covered for loss or damage caused by an <b>Insured event</b> to clothing and <b>personal effects</b> of <b>Your</b> domestic servant(s), who stay with <b>You</b> or <b>Your Family</b> within the <b>Geographical Area</b> as stated on the <b>Schedule</b>, provided such contents are not insured under another insurance <b>Policy</b>.</p>	<p>(a) Cash, currency notes, bank notes and stamps.</p>

**(E) Home Contracting Works**

Covered	Not Covered
<p>We will indemnify <b>You</b> for any accidental loss or damage to <b>Contents</b> caused by contract or renovation works carried out by a contractor at <b>Your Premises</b> (including any theft of the <b>Contents</b> that is accompanied by actual forcible and violent breaking into or out of <b>Your Premises</b> or any such attempt) during the period of interior decoration, refurbishment or renovation, subject to the following:</p> <p>(a) the coverage under this benefit shall be for the duration of the contract or renovation work carried out subject to a maximum of 2 months only and shall apply to each distinct contract or renovation works carried out throughout the <b>Period of Insurance</b>; and</p> <p>(b) the liability of the Company is limited up to the maximum amount stated in the <b>Schedule</b>.</p>	<p>We will not provide cover for loss or damage to <b>Contents</b> as follows:</p> <p>(a) Loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution;</p> <p>(b) The cost of loss prevention or mitigation measures which becomes necessary during the period of interior decoration, refurbishment or renovation;</p> <p>(c) Consequential loss of any kind;</p> <p>(d) Loss or damage directly or indirectly caused by faulty design of the interior decoration, refurbishment or renovation works carried out;</p> <p>(e) Loss or damage discovered at the time of taking inventory;</p> <p>(f) Loss or damage caused by mysterious disappearance or unexplained loss;</p> <p>(g) Loss or damage for which a contractor is responsible either by law or under contract;</p> <p>(h) Loss or damage due to maintenance works; and</p> <p>(i) Loss or damage to <b>Contents</b> which the contractor is or has been working on if that loss or damage results directly from such work.</p>

**(F) Frozen or Perishable Food**

Covered	Not Covered
<p>We will indemnify <b>You</b> for loss or damage to frozen or perishable foods for household consumption caused by fire or any insured peril under this <b>Policy</b> directly or indirectly affecting the refrigerator and/ or freezer in which such foods are stored, up to the limit stated in the <b>Schedule</b>.</p>	None

**(G) Unauthorised Use of ATM/Debit/Credit Cards**

Covered	Not Covered
<p>We will indemnify <b>You</b> or any of <b>Your Family</b> member(s) for loss which arise from the unauthorised use of <b>Your</b> or <b>Your Family</b> member's ATM card, debit or credit card due to theft (accompanied by actual</p>	<p>We will not indemnify losses arising from or in connection with the following:</p> <p>(a) Losses which are not reported to the Police within twenty-four (24) hours; and</p>

Covered	Not Covered
<p>forcible and violent breaking into or out of the <b>Premises</b> or any such attempt) or <b>robbery and hold up</b> in the <b>Premises</b> up to the limit stated in the <b>Schedule</b>.</p>	<p>(b) Loss due to theft by <b>Your</b> domestic servants (unless otherwise specified in the <b>Schedule</b>), members of <b>Your Family</b> or any other person authorised to be in <b>Your Premises</b>.</p>

**(H) Loss of Personal Documents**

Covered	Not Covered
<p>We will reimburse <b>You</b> or any of <b>Your Family</b> member(s) for the cost of replacing <b>Your</b> or <b>Your Family</b> member's NRIC, passport, driving licence, debit or credit card and other personal documents due to fire or any insured perils under this <b>Policy</b> up to the limit stated in the <b>Schedule</b>.</p>	<p>We will not indemnify losses arising from or in connection with the following:</p> <p>(a) Losses due to theft or robbery in the <b>Premises</b> which are not reported to the police within twenty-four (24) hours;</p> <p>(b) Loss due to theft by <b>Your</b> domestic servants (unless otherwise specified in the <b>Schedule</b>), members of <b>Your Family</b> or any other person authorised to be in <b>Your</b> premises; and</p> <p>(c) Losses arising from theft without any actual forcible entry (unless otherwise specified in the <b>Schedule</b>) to <b>Your Private Dwelling House</b>.</p>

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

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

**(I) Rent Insurance**

Covered	Not Covered
<p>As an owner, <b>You</b> are covered for loss of rent in the event <b>Your Private Dwelling House</b> as stated on the <b>Schedule</b> is no longer habitable, as a result of an <b>Insured event</b> for the period necessary for reinstatement.</p> <p>As an occupier, <b>We</b> will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of an <b>Insured event</b>, for the period necessary for reinstatement.</p> <p>This benefit is in addition to the yearly Total <b>Sum Insured</b> as stated on the <b>Schedule</b>.</p> <p>The total limit of liability shall not exceed ten (10) percent of the yearly Total <b>Sum Insured</b> on <b>Your Building</b> and/or <b>Contents</b>.</p>	None

**(J) Liability to the Public**

Covered	Not Covered
<p><b>We will indemnify You or Your spouse's 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:</b></p> <p>(a) Liability as owner of the insured <b>Building</b> caused by a defect in the <b>Building</b>.</p> <p>(b) Liability as an occupier in respect of <b>Accidents</b> which occur in or about the <b>Private Dwelling House</b>.</p> <p>Our limit of liability shall not exceed the sum specified on the <b>Schedule</b>.</p> <p><b>We will also indemnify You or spouse:</b></p> <p>(i) Legal costs and expenses recoverable from <b>You</b> or <b>Your</b> spouse by any claimant, provided such legal cost and expenses were incurred before the date <b>We</b> shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one occurrence.</p> <p>(ii) Legal costs and expenses incurred by <b>You</b> or <b>Your</b> Spouse with <b>Our</b> consent.</p> <p>If the <b>Building</b> is for Blocks of Flats or Apartments, Our indemnity to <b>You</b> is restricted to <b>Your</b> legal liability for claims made on <b>You</b> as owner of the <b>Building</b>, as specified on the <b>Schedule</b>, but not as a resident occupying any part of the insured <b>Building</b> in respect of any <b>Accident</b> occurring during the <b>Period of Insurance</b>.</p> <p><b>We will indemnify Your</b> personal representative in the event of <b>Your</b> death, in respect of the liability incurred by <b>You</b> or <b>Your</b> spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the <b>Policy</b>.</p>	<p>(a) Any claims brought against <b>You</b> or <b>Your</b> 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"> <li>• Ownership, possession or use by or on behalf of <b>You</b> or <b>Your</b> spouse of any lift, vehicle, vessel or craft of any kind;</li> <li>• The carrying out of alterations, additions, repairs or decorations to <b>Your Building</b>;</li> <li>• Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured <b>Building</b>), for insurance for private Flats or Apartments;</li> <li>• Any contractual agreement;</li> <li>• Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;</li> <li>• Any part of the insured <b>Building</b> used in connection with <b>Your</b> profession or business.</li> </ul>

**(K) Temporary Repairs to Premises**

Covered	Not Covered
<p>We will indemnify <b>You</b> up to RM500.00 for each claim <b>You</b> submit under this benefit throughout the <b>Period of Insurance</b> for the cost of temporary repairs and temporary protection necessary for the safety of the property pending completion of the repairs as a result of an <b>Insured event</b>.</p>	None

**(L) Fire Brigade Charges**

Covered	Not Covered
<p>We shall reimburse <b>You</b> for the cost of replacement of fire-fighting appliances and cost of obtaining any report which <b>You</b> incur following the occurrence of a fire or any insured events at the <b>Premises</b>. The liability of the Company is up to the limit stated in the <b>Schedule</b>.</p>	None

**Insuring clause**

(Applicable for **Section III – Mortgage Loan Installment Protection**)

**We will indemnify You** the monthly loan installment of the insured **Building** in the event of:

- (i) Loss or damage to **Your Building** by the covered **Insured Events** as specified in Section I & II (where the loss exceeds 15% of the **Sum Insured** of **Your Building** as ascertained by **Our** appointed adjuster) or
- (ii) **You** being evacuated by the local Authority from **Your Building**, due to the happening of an **Insured Event** that affects **You**, in excess of 72 hours

**We will indemnify You**, to cover the monthly loan installment amount due and payable under your **Mortgage Loan Agreement** only for the duration of repair work for the loss or damage to **Your Building** as determined by **Our** appointed adjuster or for the duration of **Your** evacuation exceeding 72 hours until clearance from the local Authority to end the evacuation, with a minimum one (1) monthly installment up to a maximum of six (6) monthly installments or the maximum indemnity limit based on the Plan selected, whichever lower.

and

- (iii) Death or Permanent Disablement

**We will indemnity You** to cover the monthly loan installment amount due and payable under your **Mortgage Loan Agreement** as at consequence of **Accidental Death** or **Permanent Disablement** (occurring within twelve (12) calendar months from the date of **Accident**) up to a maximum of six (6) monthly installments or the remaining loan balance or the maximum

indemnity limit based on the Plan selected, whichever the lowest.

And payment made under this section shall reduce the **Sum Insured** by that amount from the date of **Accident** until the expiry of the **Policy Year**. The yearly **Sum Insured** will apply in full again upon commencement of the subsequent **Policy Year**. In the event a total of one hundred per cent (100%) of the yearly **Sum Insured** is paid during a **Policy Year**, all coverage under this benefit shall immediately cease to be in force for the same **Policy Year**.

**Benefits above are subject to the following:**

- (a) Where the **Building** which is the subject matter of the mortgage loan agreement is purchased under joint names with more than one (1) person, each of the persons shall be entitled to an equal proportion of the **Sum Insured**. In the event of **Accidental Death** or **Permanent Disablement** of one (1) of the person, the claim payout shall be on a proportionate basis. (Applicable for benefit (iii) only)
- (b) The coverage shall immediately cease to be in force once the mortgage loan is fully paid.
- (c) This coverage will cease to apply in the event **You** dispose the **Building** which is the subject matter of the mortgage loan agreement.
- (d) The coverage (iii) is not applicable for company registered owner.

(Applicable for **Section IV – Homefix**)

**We** shall compensate **You** the cost incurred for the events below occurring during the **Period of Insurance**:

**1 Repair of burst pipe**

**We** shall indemnify **You** in respect of the cost incurred in repairing (including relining) or replacing the damaged or broken pipe(s), including wall hacking and/or patching and property immediately affected by the damage as a result of an unexpected burst pipe(s) at **Your Building** up to the limit stated in the **Schedule**.

**2 Repair or replacement of doors, locks and windows**

**We** shall indemnify **You** in respect of the cost incurred for repairing, changing or replacing the external doors, locks and windows or temporary repair caused by violence and forcible break-in or attempted break-in to **Your Building** up to the limit stated in the **Schedule**.

**3 Domestic help allowance**

**We** shall indemnify **You** up to the limit stated in the **Schedule** for the expenses for engaging domestic help/cleaning services that was incurred within fourteen (14) days after:

- (a) the occurrence of any **Insured Event** under Section I and/or Section II; or
- (b) the completion of the repair works as a result of such **Insured Events**.

**You** may only make one (1) claim per **Insured Event** under this benefit.

**4 Home repair/services**

**We** shall indemnify **You** in respect of the cost incurred for the following services or repair works at **Your Building** up to the limit stated in the **Schedule**. This benefit is only applicable for the following categories and **You** may acquire such services from **Our Partner's** website or any other service provider:

- Air conditioning;

- Plumbing;
- Electrical wiring;
- Painting;
- Roofing; and
- Locksmith.

This benefit can only be claimed once per **Policy Year**.

**5 Home care**

**We** shall indemnify **You** in respect of the cost incurred for the following services at **Your Building** up to the limit stated in the **Schedule**. This benefit is only applicable for the following categories and **You** may acquire such services from **Our partner's** website or any other service provider:

- Termites or Bed Bugs Pest Control in the event there is an infestation of termites or bed bugs in **Your Building**; or
- Disinfection service in the event **You** or any of **Your Family** member(s) or Occupier(s) is/are infected with a notifiable disease or illness.

For purpose of this provision, the term "notifiable disease or illness" shall mean a disease or illness sustained by **You** or any of **Your Family** member(s) or Occupier(s) due to any infectious or contagious disease resulting from human to human transmission [excluding all Sexually Transmitted Disease and Acquired Immune Deficiency Syndrome (AIDS)] which the relevant public authority has stipulated and is to be notified to the relevant public authority. Additionally, for purpose of this provision, the term "occupier" shall mean an individual who is not **Your Family Member** staying at **Your Building** with **Your Building** being his or her place of residence.

This benefit can only be claimed once per **Policy Year**.

**6 Home improvements (optional add-on)**

**We** shall indemnify **You** against loss or damage to the Home Improvements which form part of the **Building** or **Private Dwelling House** caused by or arising from any accident or misfortune subject always to the exclusions applicable under **this Policy**.

In addition to the exclusions under this **Policy**, **We** shall not be liable to indemnify **You** for the following loss or damage:

- (a) loss or damage arising from wear and tear, depreciation, gradual deterioration, rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovation any of the property hereby insured;
- (b) loss or damage arising out of or in any way traceable to mechanical/electrical defects in or the mechanical/electrical derangement or mechanical breakdown of any article or malfunction of electronic equipment; and
- (c) the scratching or denting and/or cracking of any home improvements, unless caused by theft and/or fire.

For purpose of this provision, the term "Home Improvements" shall mean interior renovation, interior decoration work, fixtures and fittings that are permanently attached to the interior of **Your Building** or **Private Dwelling House**.

(Applicable for **Section V – Landlord Insurance**)

This Section applies, where **You** have rented **Your Building** to a tenant.

### 1 Malicious damage by tenant

We shall pay for **Your** loss or damage to **Your Building** caused by malicious act of **Your** tenant up to the limit stated in the **Schedule** during the **Period of Insurance**. However, we will not pay for loss or damage resulting from:

- (a) **Wear and tear of Your Building**; or
- (b) Poor housekeeping by **Your** tenant or a member of their immediate family or **Your** tenant's invitees; or
- (c) Cost of cleaning, re-decorating, painting or wall-papering unless physical structure damage has occurred to **Your Building**.

### 2 Runaway tenant

We shall pay **You** a lump sum amount as stated in the **Schedule** for **Your** loss of rent in the event of a **Runaway Tenant**. This benefit can only be claimed up to twice per **Policy Year**.

### 3 Legal fees for letter of demand

Upon **Your** request, **We** shall bear the cost of issuing a letter of demand on **Your** behalf to **Your** tenant to demand for any rent past due as per **Your** tenancy agreement with the tenant. This benefit can only be claimed up to twice per **Policy Year**.

## General exceptions

(Applicable for **All Sections**)

**You** will not be covered under the following circumstances:

#### General Exception 1

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

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

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

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

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

#### General Exception 2

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

- (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;

- (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
- (c) arising from or in consequence of or contributed to by nuclear weapons material;
- (d) arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self sustaining process of nuclear fission.

#### General Exception 3

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

(Applicable for **Section III – Mortgage Loan Installment Protection**)

This insurance does not cover death or any injury/disablement directly or indirectly caused by or in connection with any of the following:

- (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
- (c) Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
- (d) Childbirth, miscarriage, pregnancy or any complications thereof;
- (e) Provoked murder or assault;
- (f) While travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
- (g) While committing or attempting to commit any unlawful act;
- (h) While participating in any professional sports;
- (i) Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;
- (j) Racing (other than on foot), pace-making, speed or reliability trials;
- (k) Ionisation, radiation or contamination by radioactivity, nuclear weapons material;
- (l) Riding/driving without a valid driving licence (Provided Always That this will not apply if the Insured/Driver has an expired licence but is not disqualified from holding or obtaining such driving licence under the regulations of Malaysian Road Transport Department or any other relevant laws);

## How we will settle your claim

(Applicable for **All Sections**)

#### (A) 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**.

#### (B) 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.

#### (C) 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 under Section I and/or Section II only, these persons are deemed to be members of **Your Household**.

#### (D) 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
- licensed loss adjuster, under the Financial Service Act 2013
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both **You** and **Us**.

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

#### (E) Our maximum liability

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

#### (F) 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.

#### (G) 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.

#### (H) 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.

#### (I) 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.

#### (J) Fraud

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

#### (K) 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**.

#### (L) Arbitration

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

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

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

## How to make a claim

(Applicable for All Sections)

#### (A) 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.

#### (B) Building plans

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

#### (C) 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 and 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.

(Applicable for Section IV – Home Repairs/Services and Home Care)

**You** may utilize this benefit by requesting job quotation(s) through **Our partner's** website or any other service provider.

Where **You** utilize the services of **Our** partner, **You** will need to pay the partner in full upon confirmation of a job quotation. After completion of the service, **You** will need to submit a copy of the bill to **Us** for reimbursement.

Similarly, where **You** engage a service provider not through **Our** partner to provide the services under Home Repairs/Service or Home Care, **You** will need to submit a copy of the bill to **Us** for reimbursement.

Where **You** opt to acquire services or repairs from **Our** partner's website, **You** agree that the chosen service provider for any of the services or repairs covered under Home Repairs/Services and Home Care is entirely at **Your** discretion and **We** shall not be responsible for any loss or damage caused by the service provider in carrying out such services or repairs.

## Your responsibility

(Applicable for All Sections)

### (A) 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 House**, **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.

### (B) Reinstatement of sum insured

The full sum insured applicable to Section I – Houseowner and/or Section II - Householder shall be reinstated at no additional premium after each payment for the first two valid losses paid within the **Period of Insurance**. After payment of the third valid loss, the full **Sum Insured** of this **Policy** shall be maintained provided **You** pay an additional pro-rata **Premium** based on the amount of loss calculated from the date of occurrence of the third valid loss to the expiry date of the insurance.

### (C) Unvalued policy clause

This is an unvalued **Policy**. **You** must prove to the satisfaction of **Us** 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 All Sections)

**Your Policy** cancellation is subject to the following conditions:

1. The **Short-period** rate or minimum **Premium** payable, as the case may be, for cancellation of the **Policy** by **You** provided always that any refund of **Premium** is subject to no claims having been made during the current **Policy Year** within the **Period of Insurance**,
2. Pro-rata premium will be refunded if **We** cancel the **Policy** at anytime by giving **You** seven (7) days' notice in writing,
3. No refund of premium for any deletion of Section III, Section IV and Section V.

**(Note: It is recommended that only the Optional Benefits elected by the Policyholder are to be inserted in the policy jacket)**

## Optional benefits

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

(Applicable for Section I - Houseowner only)

### Optional Benefit No. 1

Extension to cover landlord's household goods and furnishings in blocks of flats/apartments (n.b. this benefit is meant for landlord only).

Covered	Not Covered
<p>As the owner of the insured <b>Building</b>, <b>We</b> will insure <b>You</b> for a sum as per the <b>Schedule</b> being the full value of the household goods and furnishings belonging to <b>You</b>. This amount will apply in equal proportion to each private Flat/Apartment.</p> <p>The <b>Insured events</b> pertaining to the loss or damage to the Landlord's Household goods and furnishing under this extension are:</p> <ol style="list-style-type: none"> <li>1. Fire, Lightning, Thunderbolt, Subterranean Fire.</li> <li>2. Explosion.</li> <li>3. Aircraft and Other Aerial Devices and/or Articles dropped therefrom.</li> <li>4. Impact to any of the buildings by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"> <li>• <b>You</b> or <b>Your</b> agent or servant.</li> <li>• Any person resident in the Private Flats/ Apartments or his agent or servant.</li> </ul> </li> <li>5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes</li> <li>6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.</li> <li>7. Hurricane, cyclone, typhoon and windstorm.</li> <li>8. Earthquake and Volcanic Rupture</li> <li>9. <b>Flood</b> including overflow of the sea</li> </ol> <p>For Additional Benefit E) Rent Insurance, this amount will be added to the yearly Total <b>Sum Insured</b> on <b>Buildings</b> as stated on the <b>Schedule</b>.</p> <p>Additional Benefit F - Liability to the Public will now include "cover for accidents caused by a defect in landlord's household goods and furnishings".</p>	<ol style="list-style-type: none"> <li>(a) Household goods, furnishings or personal effects of any description brought into the private Flat/Apartment by tenants;</li> <li>(b) Gold or silver articles.</li> </ol> <ol style="list-style-type: none"> <li>(a) The <b>Excess</b> amount stated in the <b>Schedule</b>;</li> <li>(b) Destruction or damage occurring while the private Flat/Apartment are left unoccupied.</li> </ol>

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

Covered	Not Covered
<p>This insurance is extended to cover accidental breakage of <b>Plate glass</b>, occurring during the <b>Period of Insurance</b> for:</p> <p>(a) The replacement of <b>Plate glass</b> with glass of similar manufacture or quality or at <b>Our</b> option, <b>We</b> will pay <b>You</b> the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet.</p> <p>(b) The cost incurred in hoarding up such breakage for which <b>We</b> are liable.</p>	<p>(a) Breakage of or damage to frames or framework of any description;</p> <p>(b) Cost of removal or replacement of any <b>fittings</b> or <b>fixtures</b>;</p> <p>(c) Breakage of glass in conservatories, green houses or outbuildings;</p> <p>(d) Breakage of glass which is broken or damaged at the commencement of this insurance;</p> <p>(e) Any <b>consequential loss</b></p>

**Optional Benefit No. 3**

Extension to cover against loss or damage by hurricane, cyclone, typhoon or windstorm to metal smoke stacks, awnings, blinds, signs and other outdoor fixtures and fittings including gates and fences

This insurance is extended to cover loss or damage to metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** and **fittings** including gates and fences under **Insured event 7(b)**.

**Optional Benefit No. 4**

Extension to cover alterations, repairs and additions (but not appreciation in value in excess of the sum insured)

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

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

(Applicable for **Section II – Householder** only)

**Optional Benefit No. 5A**

Extension for extended theft cover but excluding theft by domestic servants or any member of your family or household

Covered	Not Covered
<p><b>Insured event</b> No. 6 will now be read as follows :</p> <p>Theft or any attempted theft.</p> <p>For contents temporarily removed, theft is only insured:</p> <p>(i) at any Bank, Safe Deposit or occupied private dwelling;</p> <p>(ii) in any building where <b>You</b> or any member of <b>Your Family</b> is residing;</p> <p>(iii) in the course of removal to or from any Bank or Safe Deposit whilst <b>You</b>, a member of <b>Your Family</b> or an authorised person is in charge.</p>	<p>1.</p> <p>(a) If the building or any part of it are lent, let or sub-let.</p> <p>(b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.</p> <p>(c) Theft of servant's property outside <b>Your</b> private dwelling house or private flat/apartment/condominium.</p> <p>UNLESS accompanied by actual forcible and violent breaking into or out of a building.</p> <p>2. Theft from the <b>open</b>.</p>

Covered	Not Covered
<p>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.</p>	<p>3. The first 1% of the yearly Total <b>Sum Insured</b> or RM250.00, whichever is lower.</p> <p>4. Theft by <b>Your</b> domestic servants or any member of <b>Your Family</b> or <b>Household</b> or any person <b>You</b> authorise as having access to the contents or the locations in which the contents are stored.</p> <p>5. If the <b>Private Dwelling House</b> was unoccupied for more than ninety (90) days consecutively in any one <b>Period of Insurance</b>, this cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</p>

**Optional Benefit No. 5B**

Extension for extended theft cover including theft by domestic servants

Covered	Not Covered
<p><b>Insured event</b> No. 6 will now be read as follows :</p> <p>Theft or any attempted theft including theft by the <b>Insured's</b> domestic servant(s).</p> <p>For contents temporarily removed, theft is only insured:</p> <p>(i) at any Bank, Safe Deposit or occupied private dwelling;</p> <p>(ii) in any building where <b>You</b> or any member of <b>Your Family</b> is residing;</p> <p>(iii) in the course of removal to or from any Bank or Safe Deposit whilst <b>You</b>, a member of <b>Your Family</b> or an authorised person is in charge.</p> <p>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.</p>	<p>1.</p> <p>(a) If the <b>Building</b> or any parts of it are lent, let or sub-let.</p> <p>(b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.</p> <p>(c) Theft of servant's property outside <b>Your</b> private dwelling house or private flat/apartment/condominium.</p> <p>UNLESS accompanied by actual forcible and violent breaking into or out of a building.</p> <p>2. Theft from the <b>open</b>.</p> <p>3. The first 1% of the yearly Total <b>Sum Insured</b> or RM250.00, whichever is lower.</p> <p>4. Theft by <b>Your Family</b> or <b>Household</b> or any person <b>You</b> authorise as having access to the contents or the locations in which the contents are stored.</p> <p>5. If the <b>Private Dwelling House</b> was unoccupied for more than ninety (90) days consecutively in any one <b>Period of Insurance</b>, this cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</p>

(Applicable for **Section I – Houseowner** and/or **Section II – Householder**)

**Optional Benefit No. 6**

Increase of indemnity limits under additional Benefit E – Rent Insurance

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

**Optional Benefit No. 7**

Increase of indemnity limits under the additional Benefit F - Liability to the Public

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

**Optional Benefit No. 8**

Extension to cover riot, strike and malicious damage

Covered	Not Covered
<p>This insurance is extended to cover Riot, Strike, Malicious Damage.</p> <p>Loss or damage to property <b>insured</b> directly caused by:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.</li> <li>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.</li> <li>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.</li> </ol>	<p>Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following <b>occurrences</b>, namely:</p> <ol style="list-style-type: none"> <li>War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;</li> <li>Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;</li> <li>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.</li> </ol> <p>In any action, suit or other proceedings, where <b>We</b> 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 <b>You</b>.</p>

Covered	Not Covered
<p><b>Average</b></p> <p>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 <b>sum insured</b>, then <b>You</b> 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.</p> <p>Subject otherwise to the terms and conditions of the <b>Policy</b>.</p>	<p>(d) In respect of malicious acts, <b>we</b> 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.</p> <p>(e) Loss of earnings, loss by delay, loss of market or other <b>consequential</b> or indirect loss or damage of any kind or description whatsoever.</p> <p>(f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.</p> <p>(g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.</p> <p>(h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.</p> <p>For (g) or (h) above, <b>We</b> are not relieved of any liability to <b>You</b> in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.</p>

**Optional Benefit No. 9**

Extension to cover subsidence and landslip

Covered	Not Covered
<p>This insurance is extended to cover loss or damage to the property insured caused by:</p> <ol style="list-style-type: none"> <li>subsidence and/or heave of the site on which the buildings stand or land belonging to; or</li> <li>landslip.</li> </ol> <p>Subject otherwise to the terms and conditions of the <b>Policy</b>.</p>	<p>We will not pay for loss or damage:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>Directly or indirectly caused by: <ul style="list-style-type: none"> <li>Coastal or river <b>erosion</b>;</li> <li>Demolition, structural alteration or structural repair;</li> </ul> </li> </ol>

Covered	Not Covered
	<ul style="list-style-type: none"> <li>Defective design or inadequate construction of foundations.</li> </ul> <p>(d) This Optional Benefit is subject to the following excess, and is applicable for each and every loss:</p> <p><b>5% of the yearly total sum insured or RM25,000.00</b> whichever is the lower, ascertained after the application of any condition of average</p> <p><b>Note: This insurance can be extended to cover item (a) of this Optional Benefit with payment of additional premium based on a separate sum insured.</b></p>

## 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.

**“Accident”** means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

**“Building”** (see Insuring Clause Section I)

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

**“Consumer Insurance Contracts”** means insurance wholly for purposes unrelated to the Insured’s trade, business or profession.

**“Contents”** (see Insuring Clause Section II)

**“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.

**“Family”** and **“Household”** means any person(s) who normally reside with You.

**“Fixtures”** and **“Fittings”** means items that are permanently attached to Your building.

**“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.

**“Geographical Area”** is referring to Malaysia only.

**“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.

**“Permanent Disablement”** means when injury does not result in death to You within (365) days from the Date of Accident but result in 100% absolute disablement from engaging in or giving attention to a profession or occupation of any kind.

100% absolute disablement in this context shall mean as below:

- Loss of both hands or both feet
- Loss of sight of both eyes
- Loss of one eye and one hand
- Loss of one eye and one foot
- Total paralysis (from the neck down)
- Permanent quadriplegia (loss or permanent total loss of use of four limbs)
- Loss of one foot or one hand
- Loss of sight of one eye
- Insanity
- Loss of hearing of both ears
- Loss of speech.

**“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 Year”** means one (1) calendar year within the **Period of Insurance**.

**“Premises”** means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.

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

**“Private Dwelling House”** (see Insuring Clause Section I)

**“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.

**“Runaway Tenant”** under SECTION V - LANDLORD INSURANCE of this Policy, means the tenant runs away or abandons the tenant’s obligations under a tenancy of Your Building without any notice (written/oral) in default of the tenancy or without any intention of returning or honoring the said tenancy.

“**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.

“**Short-period rates**” means the following:

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

“**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.

“**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 Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V).

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

## 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.

## Important Notice to Policyholder

### Lodging of Complaints

We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve you better.

To provide us with your feedback, you may contact us via the following channels:

Write to:

Customer Feedback Center  
Allianz Arena Ground Floor Block 2A  
Plaza Sentral, Jalan Stesen Sentral 5  
Kuala Lumpur Sentral  
50470 Kuala Lumpur

Phone: 1300 22 5542

Facebook Messenger: @AllianzMalaysia

Email: [customer.service@allianz.com.my](mailto:customer.service@allianz.com.my)

Chat: [www.allianz.com.my](http://www.allianz.com.my)

### Avenue to Seek Redress

You may submit your complaint to the Ombudsman for Financial Services (OFS) if you are not satisfied with our final response or decision, in the event that your complaint is within the scope of the OFS as well as the following monetary thresholds:

- (1) Insurance claims not exceeding RM250,000.00; and
- (2) Motor third party property damage claims not exceeding RM10,000.00.

The OFS can be contacted at the following address:

Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

Phone: 03 2272 2811

Fax: 03 2272 1577

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://www.ofs.org.my)

If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

Write to (BNMTELELINK):

Pengarah  
LINK & Pejabat BNM  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur

Walk-in (BNMLINK):

Ground Floor, Block D  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur

Phone: 1 300 88 5465

Fax: 03 2174 1515

Email: [bnmtelelink@bnk.gov.my](mailto:bnmtelelink@bnk.gov.my)

Website: [www.bnm.gov.my](http://www.bnm.gov.my)

You may check with our Customer Feedback Center on the types of complaints handled by the OFS or BNM before submitting your complaint.

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**Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)**  
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

**Allianz Customer Service Center**

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.  
Allianz Contact Center: 1300 22 5542 Email: [customer.service@allianz.com.my](mailto:customer.service@allianz.com.my)   AllianzMalaysia  [allianz.com.my](http://allianz.com.my)

