

# Houseowners/Householders Insurance Policy

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## 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

- i) Before this insurance is provided to **You**, **You** are, under the law, required to inform **Us** of all information which a reasonable person under the circumstances would be expected to know to be relevant.
- ii) If **You** do not fully and faithfully provide this information, this insurance may be treated as if **You** have not been insured by **Us**.

### Endorsements and Renewals

**You** are required before **endorsement** or renewal of **Your** insurance, to tell **Us** everything **You** know that is relevant and that a reasonable person under the circumstances could be expected to know. For any information given that may be deemed to increase the risk of loss or damage, **We** may require **You** to pay an additional **premium**.

### Notice of Other Insurances

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

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

## 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:-

- (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.

### 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**

The cover for the contents is **limited** to:

- No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total **Sum Insured** on Contents, unless such article is specially declared as a separate item;
- Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total **Sum Insured** on Contents.

#### **What is Not Covered**

The cover for the contents **will not include**:

- Part of the structure or ceiling, wallpapers or anything similar;
- Property insured under more specific policies;
- 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**.

### **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**

**We** will provide cover for loss or damage to **Your** Building and/or Contents caused by any of the following :

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft and Other Aerial Devices and/or articles dropped therefrom
- 4) Impact with any of the buildings:
  - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:
    - **You**; or
    - **Your family** member.
  - ii) For Block of Flats or Apartments, by any road vehicles

#### **What is Not Covered**

**We** will not provide cover for loss or damage to **Your** Building and/or Contents as follows :

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“The **Policy** schedule and the **Policy** wordings shall be read together to form an entire contract between the Company and the Insured”.

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 <b>Excess</b> amount stated on the <b>Schedule</b> .<br>b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.   |
| 6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt | a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one <b>period of insurance</b> , the cover will be suspended unless agreed by <b>Us</b> by way of an <b>endorsement</b> .<br>b) Loss or damage due to theft by <b>Your</b> domestic servants or any member of <b>Your family</b> .                           |
| 7) Hurricane, Cyclone, Typhoon, Windstorm   | a) The <b>Excess</b> amount stated in the <b>Schedule</b> .<br>b) Loss or damage to :<br>i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;<br>ii) metal smoke stacks, awnings, blinds, signs and other outdoor <b>fixtures or fittings</b> including gates and fences. |
| 8) Earthquake, Volcanic Eruption  | The <b>Excess</b> amount stated in the <b>Schedule</b> .   |
| 9) <b>Flood</b>   | a) The <b>Excess</b> amount stated in the <b>Schedule</b> .<br>b) Loss or damage to <b>buildings</b> caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.  |

#### ADDITIONAL BENEFITS

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

Applicable for Contents

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

##### (A) Contents Temporarily Removed

###### What is Covered

**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 fifteen (15) percent of the Total **Sum Insured** on Contents.

###### 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.

##### (B) Breakage to Mirrors

###### What is 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.

###### What is Not Covered

- a) Hand Mirrors

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(C) Compensation for Death

**What is 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.

**What is Not Covered**

(D) Servants Property

**What is 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**.

**What is Not Covered**

- a) Cash, currency notes, bank notes and stamps.

Applicable for Buildings and/or Contents

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

(E) Rent Insurance

**What is Covered**

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 addition to the Total **Sum Insured** as stated on the **Schedule**.

**What is Not Covered**

(F) Liability to the Public

**What is 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:

**What is Not Covered**

- 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

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- 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**.

- 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.

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## HOW WE WILL SETTLE YOUR CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

### Insurable Interest

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

### No Right of Claim from Any Other Person

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

### Limit to Three (3) Paying Guests only

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

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

### Market Value

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

Market value means the value of the property insured at the time of loss or damage less allowance for **wear and tear** and/or **depreciation**.

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

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

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

### Our Maximum Liability

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

### Average

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

### Excess

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

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

### Other Insurance

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

### Subrogation

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

- the full conduct, control and settlement of any proceedings;
- recover compensation or secure **indemnity** from any third party in respect of anything covered by this **Policy**;

at **Our** own expense and benefit.

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#### Fraud

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

#### Right of Access and Control

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

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

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

#### Arbitration

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

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

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

### **HOW TO MAKE A CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

#### Notice and Proof of Claim

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

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

#### Building Plans

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

#### Liability Claims

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

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

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

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

### **YOUR RESPONSIBILITY (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

#### Duty of care

**You** shall use all reasonable diligence and care to keep the **premises** in proper state of repair. As owner of the Private Dwelling, **You** shall 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.

"**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**.

"**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.

"**Schedule**" means the **Policy schedule** where both the insured items and **sum insured** are specified.

"**Secured**" means locked so as to prevent entry other than by using force.

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

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**“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:

<u>Period Not Exceeding</u>	<u>Percentage of Rate Charged</u>	
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-

**“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.

**J1.03 EXTENSION TO COVER RIOT STRIKE MALICIOUS DAMAGE**

**What is Covered**

This insurance is extended to cover Riot, Strike, Malicious Damage.

Loss or damage to property **insured** directly caused by :

- (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not an **occurrence** mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.
- (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
- (3) The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
- (4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
- (5) The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an **occurrence** mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.

**Average**

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

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

**What is Not Covered**

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

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

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

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

- d) In respect of malicious acts, **We** shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- e) Loss of earnings, loss by delay, loss of market or other **consequential** or indirect loss or damage of any kind or description whatsoever.
- f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

For g) or h) above, **We** are not relieved of any liability to **You** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

**J1.04 CO-INSURANCE**

It is further agreed that co-insurance declared to **Us** is hereby noted and allowed.

**J1.05 REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)**

The insurance on Item(s) No(s) (as per schedule) hereby insured includes costs and expenses necessarily incurred **You** with **Our** consent in the:-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above of this **Policy** destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the **Sum insured** of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower.

**We** will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this **Policy**.

Provided always **Our** maximum liability shall not exceed the sum stated in the **Schedule** for which the Item(s) is/are insured.

#### **J1.06 HIRE PURCHASE ENDORSEMENT**

It is hereby understood and agreed that (as per **schedule**) (hereinafter referred to as the Owners) are the Owners of the property insured by item(s) (as per **schedule**) and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and **You** of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this **Policy** shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to **Us** in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this **Policy** is issued to **You** namely: (as per **schedule**) as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting **You**, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by **You** to the Owners of his rights, benefits and claims under this **Policy**.

#### **Non Cancellation Clause**

And it is further agreed that cancellation of the **Policy** shall not be effected by **You** except upon prior notification to the Owner in writing giving fourteen (14) days notice to the last known address of the Owner.

#### **J1.07 INCREASED OF INDEMNITY UNDER BENEFIT F - LIMITS OF LIABILITY TO THE PUBLIC**

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

#### **J1.08 EXTENSION TO COVER SUBSIDENCE AND LANDSLIP**

##### **What is Covered**

This insurance is extended to cover loss or damage to the property insured caused by:

- 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**.

##### **What is Not Covered**

**We** will not pay for loss or damage:

- 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.

**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.**

#### **J1.10 REINSTATEMENT VALUE CLAUSE**

Notwithstanding anything to the Contrary contained in section How **We** Settle **Your** Claims (Applicable to Buildings and/or Contents – Market Value of the **Policy**, it is hereby declared and agreed that in the event of the property insured under Insuring Clause (Applicable to Buildings and/or Contents) – **Your** Building the within **Policy** being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the **Policy** is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except insofar as the same may be varied hereby.

#### **SPECIAL PROVISIONS**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in excess of the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the **sum insured** thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this **Policy**, then **You** shall be considered as being **Your** own insurer for the **excess** and shall bear a rateable proportion of the loss accordingly. Each item of the **Policy** (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:-
  - a) **You** fails to intimate to **Us** within six (6) months from the date of destruction or damage, or such further time as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.
  - b) **You** are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.

#### **J1.11 ARCHITECT'S, SURVEYOR'S AND CONSULTANT'S FEES (WITHOUT SEPARATE SUM INSURED)**

##### **Applicable to Building only.**

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject **Our** maximum liability or any loss damage and fees not exceeding the **sum insured** against each item.

#### **J1.12 MORTGAGEE (CHARGE) CLAUSE**

##### **A. Mortgagee (Charge) Clause 1**

Loss, if any payable to INSURED NAME IN THE **POLICY** as Mortgagee (Charge) as interest may appear in this insurance, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the **premises** for purposes more hazardous than are permitted by this **Policy**, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any **premium** due under this **Policy** the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) shall notify **Us** of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Charge) and unless permitted by this **Policy** it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the **premium** for such increased hazard for the term thereof otherwise this **Policy** shall be null and void.

And it is further agreed that whenever **We** shall pay the said mortgagee (Charge) any sum in respect of loss or damage under this **Policy** and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, **We** shall become legally subrogated to all the rights of the Mortgagee (Charge) to the extent of such payment but not so as to impair the right of the said Mortgagee (Charge) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

##### **Non Cancellation Clause**

And it is further agreed that cancellation of this **Policy** shall not be effected by **You** except upon prior notification to the Mortgagee (Charge) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Charge).

**Note:** When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

##### **B. Mortgagee (Charge) Clause 2**

It is hereby agreed that this Insurance (as to the interest of the Mortgagee (Charge)) shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the Mortgagee (Charge) provided that the Mortgagee (Charge) shall immediately on the same coming to his knowledge, give notice thereof to **Us** and pay the additional **premium** (if any) which may be required by **Us** from the date of such increase of risk.

##### **Non Cancellation Clause**

And it is further agreed that cancellation of this **Policy** shall not be effected by **You** except upon prior notification to the Mortgagee (Charge) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Charge).

**Note :** When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

**J1.13 APPRAISEMENT CLAUSE**

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the **sum insured** whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

**J1.17 AUTOMATIC RENEWAL CLAUSE**

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

**J1.18 EXTENSION FOR EXTENDED THEFT COVER BUT EXCLUDING THEFT BY DOMESTIC SERVANT(S) OR ANY MEMBER OF YOUR FAMILY MEMBER/HOUSEHOLD****What is Covered**

**Insured event** No. 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.

**What is Not Covered**

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**.

**J1.19 LEASING ENDORSEMENT**

It is hereby understood and agreed that (as per **schedule**)(hereinafter referred to as the lessors) are the owners of the property insured by item (as per **schedule**) and that such property is the subject of a Leasing Agreement made between the lessors of one part and **You** of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to **You** under this **Policy** in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the **Policy**) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to **Us** in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect **Your** or **Our** rights and liabilities respectively under or in connection with this **Policy**.

**Non-Cancellation Clause**

And it is further agreed that cancellation of the **Policy** shall not be effected by **You** except upon prior notification to the Lessor in writing giving fourteen (14) days notice to the last known address of the Lessor.

**J1.21 PLATE GLASS****What is 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.

**What is Not Covered**

- a) Breakage of or damage to frames or framework of any description;
- b) Cost of removal or replacement of any **fittings** or **fixtures**;
- c) Breakage of glass in conservatories, green houses or outbuildings;
- d) Breakage of glass which is broken or damaged at the commencement of this insurance;
- e) Any **consequential loss**.

#### J1.23 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in section How **We** Settle **Your** Claims (Applicable to Buildings and/or Contents – Market Value of the **Policy**, it is hereby declared and agreed that the insurance by (Item No (as per **schedule**)) of this **Policy** extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local authority provided that :-

- 1) The amount recoverable under this Extension shall not include:-
  - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
    - i) in respect of destruction or damage occurring prior to the granting of this extension,
    - ii) in respect of destruction or damage to insured by the **Policy**,
    - iii) under which notice has been served upon **You** prior to the happening of the destruction or damage.
    - iv) in respect of undamaged property or undamaged portions of property.
  - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
  - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as **We** may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to **Our** liability under this extension not being thereby increased.
- 3) If **Our** liability under (any item of) the **Policy** apart from this extension shall be reduced by the application of any of the terms and conditions of the **Policy** then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of the **Policy** shall not exceed the **sum insured** thereby.
- 5) All the conditions of the **Policy** except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### J1.24 PAIRS AND SETS CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in this **Policy** to the contrary, where any insured item consists of articles in a pair or set, **We** shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

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

#### J1.25 DATE RECOGNITION – FOR HOUSEOWNER/ HOUSEHOLDER INSURANCE POLICY ONLY

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

- A. **We** will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **consequential loss** directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :
  1. correctly recognize any date as its true calendar date;
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that **We** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that **We** will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **consequential loss** directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy describe in A. above.
- D. It is further understood that **We** will not pay for any **consequential loss** resulting from any continuing inability of the computer and equipment describe in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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



This endorsement shall not exclude subsequent loss or damage or **consequential loss** which itself results from an insured peril as defined in the **Policy**.

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

#### J1.27 TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)

It is hereby agreed that this insurance as to **Your** interest where the property insured is used or occupied by **Your** tenant, shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without **Your** knowledge provided that **You** shall immediately on the same coming to **Your** knowledge, give notice thereof to **Us** and pay the additional **premium** (if any) which may be required by **Us** from the date of such increase of risk.

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

#### J1.28 AGGREGATE CONDITION OF AVERAGE CLAUSE

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the **Policy**, **Policy** condition 6 of this **Policy** will apply as though reference to property therein is in respect of all properties of the same insured at the same location insured therein. Accordingly, the sentence "Every item, if more than one, of the **Policy** shall be separately subject to this condition" appearing in the text of condition 6 is deemed to be deleted.

#### J1.29 CAPITAL ADDITIONS CLAUSE

**This extension may only be granted where the total sum insured is RM1,500,000 or above but is not to be applied to insurance on Stock-in-trade and/or merchandise.**

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the **sum insured**) to property specified in (Item(s) No(s) (as per **schedule**)) of this **Policy** for an amount not exceeding in respect of each item 10% of the **sum insured** by each item or RM1,000,000 per location whichever is the less.

**You** undertake to advise **Us** every three (3) months of such alterations, additions and improvements and to pay the appropriate additional **premium** thereon.

The clause is inoperative if the declaration of such alterations, additions and improvements is not received by **Us** within ninety (90) days from the date of such alterations, additions and improvements.

For the purpose of this clause, the inception date under the **Premium** Warranty shall be deemed to be the date of declaration received by **Us**.

**Note:** In the event that there is more than one location, then the limit may be increased to RM2,000,000.00, this amount being the aggregate limit for all the locations.

#### J1.30 AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS)

It is understood and agreed that any additional properties situated in locations within Malaysia not insured by the **Policy** which may be acquired by **You** during the currency of this **Policy** is automatically held covered up to ten (10) percent of the **Policy** limit or RM10 million, whichever is the lower, provided that **You** shall advise **Us** within thirty (30) days of any acquisition of any such properties and shall pay the additional **premium** from effective date of acquisition.

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

#### J1.32 FOUNDATION EXCLUSION

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

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

Note 2: The words in brackets may be omitted.

#### J1.33 ESCALATION CLAUSE

In consideration of the payment of an additional **premium** amounting to fifty (50) percent of the **premium** produced by applying the specified percentage to the first or the annual **premium** as appropriate on the undernoted item(s), the sum(s) insured thereby shall, during the **period of insurance**, be increased each day by an amount representing  $\frac{1}{365}$  of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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_____	_____
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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each **period of insurance**.

At each renewal date **You** shall notify **Us**:-

- i) the sums to be insured under each item above, but in the absence of such instructions the sum(s) insured by the above items shall be those stated on the **Policy** (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the **period of insurance** up to that renewal date, and
- ii) the specified percentage increase(s) required for the forthcoming **period of insurance**, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the **period of insurance** from renewal.

All the conditions of the **Policy** except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **J1.34 DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM**

In consideration of an additional **premium**, **We** hereby agree and declare that the insurance under this **Policy** shall extend to include loss or damage to the property described in the **Schedule** and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by **You** as ascertained after the application of any condition of average.

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

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

#### **J1.36 AGREED ITEMS FOR HOUSEHOLD CONTENTS COVER**

It is hereby declared and agreed that the items covered by the **Policy** are limited only to the items listed here below for the **sum insured** provided. It shall be conditioned that in the event of a loss, the **sum insured** will stand reduced by the amount of the claim so paid but that average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted): -

<u>Subject Matter of Insurance</u>	<u>Sum insured</u>
Furniture, <b>fixtures</b> and Household goods,	)
electrical appliances, crockery, cutlery	)
<b>Note:</b> This <b>Policy</b> does not cover jewelry or	) As per
any items of personal effect. The	) <b>schedule</b>
only items covered are those	)
listed immediately above.	)

#### **J1.37 DESIGNATION CLAUSE**

For the purpose of determining where necessary the item (column heading) under which any property is insured, **We** agree to accept the designation under which such property is entered in **Your** books.

#### **J1.38 ALTERATIONS, REPAIRS AND ADDITIONS CLAUSE**

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 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.

#### **J1.39 EXCESS**

THE PERILS SUBJECT TO **EXCESS** ARE AS DETAILED BELOW:

1. Bursting or overflowing of domestic water tanks, apparatus or pipes – first RM 50.00.
2. Hurricane, Cyclone, Typhoon, Windstorm – excluding the first 1 % of the total **sum insured** or the first RM 200.00 of each and every loss, whichever is lower.
3. Earthquake, Volcanic Eruption – excluding the first 1 % of the total **sum insured** or the first RM 200.00 of each and every loss, whichever is lower.
4. **Flood** – excluding the first 1 % of the total **sum insured** or the first RM 200.00 of each and every loss, whichever is lower.

#### **J1.40 APPLICABLE TO HOUSEHOLD CONTENTS POLICY ONLY**

1. Compensation for fatal injury to **You** due to Fire or Theft – RM 10,000
2. Receipts.

Unless receipts are furnished at the time of proposal, it is deemed that no gold, silver, platinum articles, jewellery and furs are covered under this **Policy**.

#### **J1.41 LIABILITY LIMITS**

**YOUR LIABILITY AS OWNER/OCCUPIER OF THE PREMISES** -RM 50,000.00 (unless limit is increased by additional **premium**).

#### **J1.42 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE A)**

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set
- Fans, Air-conditioners & Light **fittings**
- Refrigerator
- Washing Machine
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/VCR
- Hi-fi & other audio visual accessories
- Beds & mattresses
- Desktop Computers (excluding laptops, PDAs, cameras and video cameras)

Coverage is subject to **depreciation** and to the limit of sum insured of RM 25,000.00.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted).

This **endorsement** supercedes all existing provisos or conditions to the contrary.

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

#### **J1.43 WAR AND TERRORISM EXCLUSION ENDORSEMENT**

**This endorsement cancels and replaces General Exception 1(c) hereof.**

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

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

This **endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

#### **J1.44 REMOVAL OF DEBRIS (WITH SEPARATE SUM INSURED)**

The insurance by this item is in respect of costs and expenses necessarily incurred by **You** with **Our** consent in the:-

- a) removal of debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property insured by this **Policy** destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

**We** will not pay any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- b) arising from pollution or contamination of property not insured by this **Policy**.

#### J1.45 ARCHITECT'S, SURVEYOR'S AND CONSULTANT'S FEES (WITH SEPARATE SUM INSURED)

Applicable to Building only.

The insurance by this item(s) is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the **sum insured** on this item(s).

#### J1.46 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE B)

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set
- Fans, Air-conditioners & Light fittings
- Refrigerator
- Washing Machine/Dryer
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/CR, DVD, PTV
- Hi-fi & other audio visual accessories
- Beds & mattresses
- Desktop Computers (excluding laptops, PDAs, cameras and video cameras)

Coverage is subject to **depreciation** and to the limit as per **schedule**.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) under is hereby deleted).

This **endorsement** supercedes all existing provisos or conditions to the contrary.

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

#### J1.47 INCREASED COMPENSATION FOR FATAL INJURY TO THE INSURED

It is hereby declared and agreed that the compensation payable in the event of fatal injury to **You** under Additional Benefits (C) of this **Policy** shall be increased to RM 20,000.00.

Subject otherwise to the existing terms and condition of the **Policy**.

#### J1.48 REPAIR OR REPLACEMENT OF DOORS /WINDOWS/ LOCKS/KEYS

**We** will pay the reasonable cost incurred in repairing or replacing doors/windows/locks/keys of **Your** private dwelling house or private flat/apartment/condominium which are damaged in a break-in or attempted break-in by thieves.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable is up to RM 250 for any one incident.

#### J1.49 REINSTATEMENT VALUE CLAUSE (CLAUSE A)

Notwithstanding anything to the Contrary contained in section How **We** Settle **Your** Claims (Applicable to Buildings and/or Contents – Market Value of the **Policy**, it is hereby declared and agreed that in the event of the property insured under **Insuring Clause** (Applicable to Buildings and/or Contents) – **Your** Contents (Electrical Items Only) the within **Policy** being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the **Policy** is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except insofar as the same may be varied hereby.

##### SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in excess of the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the **sum insured** thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this **Policy**, then **You** shall be considered as being **Your** own insurer for the **excess** and shall bear a rateable proportion of the loss accordingly. Each item of the **Policy** (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This memorandum shall be without force or effect if:-
- You** fails to intimate to **Us** within six (6) months from the date of destruction or damage, or such further time as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.
  - You** are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.

#### **J1.50 FREEZER CONTENTS**

**We** will pay the cost of replacing foods spoilt in any deep freezer cabinet or refrigerator in **Your** private dwelling house or private flat/apartment/condominium by rise or fall in temperature caused by leakage or escape of refrigerator or refrigerant fumes or gasses or breakdown of the freezer cabinet or refrigerator directly caused by damage or malfunction as a result of any of the insured peril.

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

- as a result of the freezer cabinet or refrigerator door not being properly closed;
- caused by accidental or deliberate non supply of electricity by the electricity supply authority;
- if **Your** deep freezer cabinet or refrigerator is more than 10 years old;
- if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than thirty (30) consecutive days;
- where the food item is passed its "use-by" date.

**You** must bear the first RM 50 of each and every loss or damage.

The maximum amount payable is RM 150.

#### **J1.51 INCLUSION OF CASH**

**We** will pay for the loss of cash, belonging to **You** or **Your family** members, directly caused by fire or theft accompanied by actual forcible and violent breaking into or out of **Your** private dwelling house or private flat/apartment/condominium.

This coverage will exclude any loss due to arson or negligence by **You** and/or **Your household** members.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of cash is deemed to be deleted.

The maximum payable under this cover is RM 500.

#### **J1.52 INCLUSION OF CASH (CLAUSE A)**

**We** will pay for the loss of cash, belonging to **You** or **Your family** members, directly caused by fire or theft accompanied by actual forcible and violent breaking into or out of **Your** private dwelling house or private flat/apartment/condominium.

This coverage will exclude any loss due to arson or negligence by **You** and/or **Your household** members.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of cash is deemed to be deleted.

The maximum payable under this cover is RM 250.

#### **J1.53 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE C)**

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set
- Fans, Air-conditioners & Light fittings
- Refrigerator
- Washing Machine
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/VCR (excluding Astro dish and decoder)
- Hi-fi & other audio visual accessories

- Beds & mattresses
- Desktop Computers (excluding laptops, PDAs, cameras and video cameras)

Coverage is subject to "New for Old" for electrical items and **depreciation** for non- electrical items listed above and to the limit of **sum insured** of RM28,000.00.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted).

This **endorsement** supercedes all existing provisos or conditions to the contrary.

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

#### **J1.54 INCLUSION OF MOUNTAIN BICYCLES/PEDAL CYCLES**

**We** will pay for loss of or damage to mountain bicycles and/or pedal cycles (other than motor assisted pedal cycles) belonging to **You** or **Your family** members from **Your** private dwelling house or private flat/apartment/condominium.

**We** will exclude:

- The first RM 50.00 of each loss or damage;
- Loss or damage caused by **wear** and **tear**, **depreciation**, atmospheric or climatic conditions, gradually operating cause, repair or mechanical breakdown;
- Loss or damage while the mountain bicycle/pedal cycle is being used outside the compound of **Your** private dwelling house or private flat/apartment/condominium;
- Theft of bicycles left unattended unless securely locked within the compound of **Your** private dwelling house or private flat/apartment/condominium;
- Loss or damage to tyres or accessories unless the mountain bicycle/pedal cycle is lost or damaged at the same time;
- Loss or damage while **Your** private dwelling house or private flat/apartment/condominium has been left unoccupied for more than 90 consecutive days

**We** will pay the cost of replacement less deduction for **wear** and **tear** except for a mountain bicycle/pedal cycle that can be economically repaired where the cost of repair will be paid.

The maximum payable in respect of any one claim or incident for each mountain bicycle/pedal cycle is up to RM 500.

#### **J1.55 REINSTATEMENT VALUE CLAUSE (CLAUSE B)**

Notwithstanding anything to the Contrary contained in section How **We** Settle **Your** Claims (Applicable to Buildings and/or Contents – Market Value of the **Policy**, it is hereby declared and agreed that in the event of the property insured under Insuring Clause (Applicable to Buildings and/or Contents) – **Your** Contents the within **Policy** being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the **Policy** is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except insofar as the same may be varied hereby.

#### **SPECIAL PROVISIONS**

- The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **We** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made.
- Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in excess of the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein
- If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the **sum insured** thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this **Policy**, then **You** shall be considered as being **Your** own insurer for the **excess** and shall bear a rateable proportion of the loss accordingly. Each item of the **Policy** (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- This memorandum shall be without force or effect if :-
  - You** fails to intimate to **Us** within six (6) months from the date of destruction or damage, or such further time as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.
  - You** are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- No payment beyond the amount which would have been payable under the **Policy** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.

**J1.56 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE D)**

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set
- Fans, Air-conditioners & Light **fittings**
- Refrigerator
- Washing Machine/Dryer
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/CD, DVD, Projection TV
- Hi-fi & other audio visual accessories
- Beds & mattresses
- Desktop Computers (excluding laptops, PDAs, cameras & video cameras and ASTRO dish & decoder).

Coverage is subject to **depreciation** and to the limit as per **schedule**.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted).

This endorsement supercedes all existing provisos or conditions to the contrary.

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

**J1-57 EXTENSION TO COVER AGAINST LOSS OR DAMAGE BY HURRICANE, CYCLONE, TYPHOON OR WINDSTORM TO METAL STACK, 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)**.

**J1.58 EXTENSION FOR EXTENDED THEFT COVER INCLUDING THEFT BY DOMESTIC SERVANT(S)****What is Covered**

**Insured event** No. 6 will now be read as :

Theft or any attempted theft including theft by the **Insured's** domestic servant(s).

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.

**What is Not Covered**

1. (a) If the Building or any parts 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) If theft of servant's property other than from the 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. 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**.

**J1.59 LIABILITY LIMITS (CLAUSE A) (APPLICABLE TO H-CARE ONLY)**

It is hereby declared and agreed that under H-CARE **Policy**:

Plan A to C - Limit of Liability for televisions (CTV / Projection TV / Plasma TV / LCD TV) is limited to RM 10,000.00

Plan D only - Limit of Liability for televisions (CTV / Projection TV / Plasma TV / LCD TV) is limited to RM 15,000.00

Subject other wise to the existing terms and condition of the **Policy**.

**J1.61 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE E)**

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set

- Fans, Air-conditioners & Light **fittings**
- Refrigerator
- Washing Machine/Dryer
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/VCR/DVD/Projection TV
- Hi-fi & other audio visual accessories
- Beds & mattresses
- Desktop Computers (excluding laptops, PDAs, cameras and video cameras).
- Astro Dish and Decoder

Coverage is subject to "New for Old" for electrical items and **depreciation** for non-electrical items listed above and to the limit of **sum insured** as per **schedule**.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted).

This endorsement supercedes all existing provisos or conditions to the contrary.

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

#### **J1.62 APPLICABLE TO HOUSEHOLD CONTENTS POLICY ONLY (CLAUSE A)**

Compensation for fatal injury to **You** due to Fire or Theft – RM 10,000

#### **J1.65 INCREASE OF INDEMNITY LIMIT UNDER ADDITIONAL BENEFIT - RENT INSURANCE**

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

#### **J1.66 EXTENSION TO COVER SUBSIDENCE AND LANDSLIP (excluding Proviso (a))**

##### **What is Covered**

This insurance is extended to cover loss or damage to the property insured caused by:

- subsidence and/or heave of the site on which the buildings stand or land belonging to; or
- landslip.

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

##### **What is Not Covered**

**We** will not pay for loss or damage:

- 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;
- Directly or indirectly caused by:
  - Coastal or river **erosion**;
  - Demolition, structural alteration or structural repair;
  - Defective design or inadequate construction of foundations.
- 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.

#### **J1.67 OTHER CONTENTS CLAUSE**

It is agreed that the term "Other Contents" in so far as they are not otherwise insured is understood to include:

- Money and stamps not otherwise specifically insured for an amount not exceeding RM \_\_\_\_\_.
- Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to **You** of the information contained therein and for an amount not exceeding RM \_\_\_\_\_ in respect of any one document manuscript or business book.
- Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein for an amount not exceeding RM \_\_\_\_\_.
- Patterns, models, moulds, plans and designs, for an amount not exceeding RM \_\_\_\_\_ in respect of any one pattern, model, mould, plan and design.
- Employee pedal cycles, clothing, tools and other personal effect for an amount not exceeding RM \_\_\_\_\_ in respect of any one employee.



**J1.68 AGREED VALUE ENDORSEMENT FOR ART OBJECT/PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS**

It is hereby declared and agreed that in the event of the undernoted item(s) of property insured being totally lost, destroyed or damaged by any peril insured against, **Our** liability shall not exceed the corresponding agreed value stated in the **schedule** below:

**Property Insured**

**Agreed Value**

(as per **schedule**)

Notwithstanding anything contained in this **Policy** to the contrary, where any insured items consists of articles in a pair or set, **We** shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

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

**J1.69 CASH ASSIST**

**We** will pay out-of-pocket expenses which incurred by **You** if it is decided by an independent adjuster that the insured residence is rendered uninhabitable as a result of an insured peril.

**We** will only pay for those out-of-pocket expenses which are reasonable and appropriately incurred after the time of loss.

The out-of-pocket expenses are:

- a) Transportation costs for removing and returning the contents out of or back to **Your** private dwelling house or private flat/apartment/condominium;
- b) The cost of temporary storage of the contents.

This cover applies only in respect of **Your** residence as stated in the **Policy schedule**.

The maximum amount payable under this cover is up to 5% of the total contents **sum insured** any one incident.

**J1.70 TITLE DEEDS OR DOCUMENTS OR MANUSCRIPTS INCLUDING IDENTITY CARDS, PASSPORTS AND CREDIT CARDS**

**We** will pay the cost necessarily incurred in replacing Title Deeds or Documents or Manuscripts including identity cards, passports and credit cards belonging to **You** and **Your** legal spouse and children lost or destroyed as a result of an insured peril.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of deeds, documents of any kind and manuscripts is deemed to be deleted.

The maximum amount payable under this cover is up to RM 2,500.

**J1.71 COINS, MEDALS AND STAMPS COLLECTION**

**We** will pay for loss of Coins, Medals and Stamps Collection in **Your** private dwelling house or private flat/apartment/condominium belonging to **You** or **Your family** members, directly caused by an insured peril.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of coins, medal and stamp collections is deemed to be deleted.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable under this cover is up to RM 500.

**J1.72 FIRE BRIGADE CHARGES**

**We** will pay for Fire Brigade charges necessarily and reasonably incurred by **You** in extinguishing a fire at **Your** private dwelling house or private flat/apartment/condominium.

The maximum amount payable is up to RM 1,000 for any one incident.

**J1.73 FREEZER CONTENTS (CLAUSE A)**

**We** will pay the cost of replacing foods spoilt in any deep freezer cabinet or refrigerator in **Your** private dwelling house or private flat/apartment/condominium by rise or fall in temperature caused by leakage or escape of refrigerator or refrigerant fumes or gasses or breakdown of the freezer cabinet or refrigerator directly caused by damage or malfunction as a result of any of the insured peril.

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

- a) as a result of the freezer cabinet or refrigerator door not being properly closed;
- b) caused by accidental or deliberate non supply of electricity by the electricity supply authority;
- c) if **Your** deep freezer cabinet or refrigerator is more than 10 years old;
- d) if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than 30 consecutive days;
- e) where the food item is passed its "use-by" date.

**You** must bear the first RM 50 of each and every loss or damage.

The maximum amount payable is RM 500.

#### **J1.74 ORDER TO EVACUATE BY GOVERNMENT/PUBLIC AUTHORITY**

**We** will pay **You** for the contents in the private dwelling house or private flat/apartment/condominium which **You** are prevented from removing by order of any competent government and/or public authority where **Your** private dwelling house or private flat/apartment/condominium is in imminent danger of being damaged or destroyed and because of such danger **Your** private dwelling house or private flat/apartment/condominium is declared permanently unfit or unsafe to live in and a notice of evacuation is issued.

The maximum amount payable under this cover will be limited to fifty (50) percent of the total contents **sum insured**.

#### **J1.75 INCLUSION OF CASH (CLAUSE B)**

**We** will pay for the loss of cash, belonging to **You** or **Your family** members, directly caused by fire or theft accompanied by actual forcible and violent breaking into or out of **Your** private dwelling house or private flat/apartment/condominium.

This coverage will exclude any loss due to arson or negligence by **You** and/or **Your household** members.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of cash is deemed to be deleted.

The maximum payable under this cover is RM 1,000.

#### **J1.76 REPAIR OR REPLACEMENT OF DOORS/WINDOWS/LOCKS/KEYS (CLAUSE A)**

**We** will pay the reasonable cost incurred in repairing or replacing doors/windows/locks/keys of **Your** private dwelling house or private flat/apartment/condominium which are damaged in a break-in or attempted break-in by thieves.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable is RM 1,800 for any one incident.

#### **J1.77 SERVANT'S PROPERTY**

It is hereby declared and agreed that under Additional Benefits (D), loss or damage to servant's property due to an insured peril is covered up to a limit of RM 2,000.

#### **J1.78 AGREED ITEMS FOR HOUSEHOLD CONTENTS (CLAUSE G)**

It is hereby declared and agreed that with effect from inception the items covered by the **Policy** are limited to the following:

- Sofa Set
- Dining Set
- Fans, Air-conditioners & Light fittings
- Refrigerator
- Washing Machine/Dryer
- Microwave Oven
- Electrical appliances (kitchen)
- TV, VCD/VCR, DVD, PTV
- Hi-fi & other audio visual accessories
- Beds & mattresses
- Desktop Computers, laptops, PDAs, cameras and video cameras
- Astro Dish and Decoder
- Cordless phone
- Water filter

Coverage is subject to "New for Old" and to the limit as per **schedule**.

It shall be conditioned that in the event of loss, the **sum insured** will stand reduced by the amount of claim so paid but the principle of average is agreed not to be applied (in consequence of which, Average Condition section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is hereby deleted).

This endorsement supercedes all existing provisos or conditions to the contrary.

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

#### **J1.79 DISASTER CASH**

It is hereby declared and agreed that **We** will provide a defined cash benefit to **You** if **Your** private dwelling house or private flat/apartment/condominium rendered uninhabitable for more than forty-eight (48) hours following a natural disaster.

A natural disaster will include but is not limited to the following:

- a) **flood**;
- b) earthquake, volcanic eruption, tsunami;
- c) hurricane, cyclone, typhoon; and/or
- d) subsidence and landslide.

It shall be conditioned that the damaged home is **Your** primary place of residence and that **You** were living there at the time of the disaster.

The amount payable is RM 5,000 for any one incident.

#### **J1.81 INCREASED COMPENSATION FOR FATAL INJURY TO THE INSURED (CLAUSE A)**

It is hereby declared and agreed that the compensation payable in the event of fatal injury to **You** under Additional Benefits (C) of this **Policy** shall be increased to RM 30,000.00.

Subject otherwise to the existing terms and condition of the **Policy**.

#### **J1.82 REPAIR OR REPLACEMENT OF DOORS / WINDOWS / LOCKS / KEYS (CLAUSE B)**

**We** will pay the reasonable cost incurred in repairing or replacing doors/windows/locks/keys of **Your** private dwelling house or private flat/apartment/condominium which are damaged in a break-in or attempted break-in by thieves.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable is RM 1,000 for any one incident.

#### **J1.83 REPAIR OR REPLACEMENT OF DOORS / WINDOWS / LOCKS / KEYS (CLAUSE C)**

**We** will pay the reasonable cost incurred in repairing or replacing doors/windows/locks/keys of **Your** private dwelling house or private flat/apartment/condominium which are damaged in a break-in or attempted break-in by thieves.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable is RM 3,500 for any one incident.

#### **J1.84 INCLUSION OF CASH (CLAUSE C)**

**We** will pay for the loss of cash, belonging to **You** or **Your family** members, directly caused by fire or theft accompanied by actual forcible and violent breaking into or out of **Your** private dwelling house or private flat/apartment/condominium.

This coverage will exclude any loss due to arson or negligence by **You** and/or **Your household** members.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of cash is deemed to be deleted.

The maximum payable under this cover is RM 2,500.

#### **J1.85 INCLUSION OF MOUNTAIN BICYCLES/PEDAL CYCLES (CLAUSE A)**

**We** will pay for loss of or damage to mountain bicycles and/or pedal cycles (other than motor assisted pedal cycles) belonging to **You** and/or **Your family** members from **Your** private dwelling house or private flat/apartment/condominium.

**We** will exclude:

- a) The first RM 50.00 of each loss or damage;
- b) Loss or damage caused by **wear** and **tear**, **depreciation**, atmospheric or climatic conditions, gradually operating causes, repair or mechanical breakdown;
- c) Loss or damage while the mountain bicycle/pedal cycle is being used outside the compound of **Your** private dwelling house or private flat/apartment/condominium;
- d) Theft of bicycles left unattended unless securely locked within the compound of **Your** private dwelling house or private flat/apartment/condominium;

- e) Loss or damage to tyres or accessories unless the mountain bicycle/pedal cycle is lost or damaged at the same time;
- f) Loss or damage while **You** private dwelling house or private flat/apartment/condominium has been left unoccupied for more than 90 consecutive days

**We** will pay the cost of replacement less deduction for **wear** and **tear** except for a mountain bicycle/pedal cycle that can be economically repaired where the cost of repair will be paid.

The maximum payable in respect of any one claim or incident for each mountain bicycle/pedal cycle is up to RM 3,000.

#### **J1.86 FIRE BRIGADE CHARGES (CLAUSE A)**

**We** will pay for Fire Brigade charges necessarily and reasonably incurred by **You** in extinguishing a fire **Your** private dwelling house or private flat/apartment/condominium.

The maximum amount payable is up to RM 500 for any one incident.

#### **J1.87 FIRE BRIGADE CHARGES (CLAUSE B)**

**We** will pay for Fire Brigade charges necessarily and reasonably incurred by **You** in extinguishing a fire **Your** private dwelling house or private flat/apartment/condominium.

The maximum amount payable is up to RM 2,000 for any one incident.

#### **J1.88 FREEZER CONTENTS (CLAUSE B)**

**We** will pay the cost of replacing foods spoilt in any deep freezer cabinet or refrigerator in **Your** private dwelling house or private flat/apartment/condominium by rise or fall in temperature caused by leakage or escape of refrigerator or refrigerant fumes or gasses or breakdown of the freezer cabinet or refrigerator directly caused by damage or malfunction as a result of any of the insured peril.

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

- a) as a result of the freezer cabinet or refrigerator door not being properly closed;
- b) caused by accidental or deliberate non supply of electricity by the electricity supply authority;
- c) if **Your** deep freezer cabinet or refrigerator is more than 10 years old;
- d) if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than 30 consecutive days;
- e) where the food item is passed its "use-by" date.

**You** must bear the first RM 50 of each and every loss or damage.

The maximum amount payable is RM 250.

#### **J1.89 FREEZER CONTENTS (CLAUSE C)**

**We** will pay the cost of replacing foods spoilt in any deep freezer cabinet or refrigerator in **Your** private dwelling house or private flat/apartment/condominium by rise or fall in temperature caused by leakage or escape of refrigerator or refrigerant fumes or gasses or breakdown of the freezer cabinet or refrigerator directly caused by damage or malfunction as a result of any of the insured peril.

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

- a) as a result of the freezer cabinet or refrigerator door not being properly closed;
- b) caused by accidental or deliberate non supply of electricity by the electricity supply authority;
- c) if **Your** deep freezer cabinet or refrigerator is more than 10 years old;
- d) if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than 30 consecutive days;
- e) where the food item is passed its "use-by" date.

**You** must bear the first RM 50 of each and every loss or damage.

The maximum amount payable is RM 1,000.

#### **J1.90 DISASTER CASH (CLAUSE A)**

It is hereby declared and agreed that **We** will provide a defined cash benefit to **You** if **Your** private dwelling house or private flat/apartment/condominium is rendered uninhabitable for more than forty-eight (48) hours following a natural disaster.

A natural disaster will include but is not limited to the following:

- a) **flood**;
- b) earthquake, volcanic eruption, tsunami;
- c) hurricane, cyclone, typhoon; and/or
- d) subsidence and landslide.

It shall be conditioned that the damaged home is **Your** primary place of residence and that **You** were living there at the time of the disaster.

The amount payable is RM 10,000 for any one incident.

#### **J1.91 COINS, MEDALS AND STAMPS COLLECTION (CLAUSE A)**

**We** will pay for loss of Coins, Medals or Stamps Collection in **Your** private dwelling house or private flat/apartment/condominium belonging to **You** or **Your family** members, directly caused by an insured peril.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of coins, medal and stamp collections is deemed to be deleted.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

The maximum amount payable under this cover is up to RM 2,000.

#### **J1.92 BREAKAGE OF MIRRORS**

**We** will indemnify **You** against loss or damage to mirrors, other than hand held mirrors, by breakage thereof whilst in the Private Dwelling. **Our** liability under this extension is limited to RM500.00 per piece any one incident.

#### **J1.93 JEWELLERY IN EXCESS OF THE 1/3 OF CONTENTS VALUE LIMIT**

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Covered (b), the total value of platinum, gold, silver articles, jewellery and furs exceeds one-third of the total **sum insured** on contents as admitted and approved by **Us**.

A list of these admitted items insured have been lodged with **Us**.

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

#### **J1.94 DEBRIS REMOVAL (CLAUSE A)**

The insurance by this item is in respect of costs and expenses necessarily incurred by **You** with **Our** consent in the:-

- a) removal of debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property insured by this **Policy** destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

**We** will not pay any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- b) arising from pollution or contamination of property not insured by this **Policy**.

The maximum amount payable is RM 2,000.

#### **J1.95 DEBRIS REMOVAL (CLAUSE B)**

The insurance by this item is in respect of costs and expenses necessarily incurred by **You** with **Our** consent in the:-

- d) removal of debris
- e) dismantling and/or demolishing
- f) shoring up or propping

of the portion or portions of the property insured by this **Policy** destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

**We** will not pay any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- b) arising from pollution or contamination of property not insured by this **Policy**.

The maximum amount payable is RM 5,000.

#### **J1.96 SERVANT'S PROPERTY (CLAUSE A)**

It is hereby declared and agreed that under Additional Benefits (D), loss or damage to servant's property due to an insured peril is covered up to a limit of RM 500.

#### J1.97 LIABILITY LIMIT (CLAUSE B)

Insured's liability as owner/occupier of the **premises** under Additional Benefits (F) – RM 100,000.00 (unless limit is increased by additional premium).

#### J1.98 LIABILITY LIMIT (CLAUSE C)

Insured's liability as owner/occupier of the **premises** under Additional Benefits (F) – RM 250,000.00.

#### J2.01 SINGLE ITEM LIMITED TO 5% OF TOTAL SUM INSURED

It is hereby understood and agreed that, if list of items to be insured is not provided to **Us** at time of proposal, in the event of claim, **Our** liability for any one single item is limited to 5% of the total Contents value (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted).

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

#### J2.02 WAIVER OF AVERAGE CLAUSE

It is hereby understood and agreed that Average Condition under the section How **We** Settle **Your** Claim (Applicable to Buildings and/or Contents) is deemed to be deleted.

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

#### J2.03 TITLE DEEDS OR DOCUMENTS OR MANUSCRIPTS INCLUDING IDENTITY CARDS, PASSPORTS AND CREDIT CARDS

**We** will pay the cost necessarily incurred in replacing Title Deeds or Documents or Manuscripts including identity cards, passports and credit cards belonging to **You** and **Your** legal spouse and children lost or destroyed as a result of an insured peril.

However, **We** will not pay if the loss occurs when **Your** private dwelling house or private flat/apartment/condominium is left unoccupied for more than ninety (90) consecutive days.

It is hereby declared and agreed that under Insuring Clause (Applicable to Buildings and/or Contents) **Your** Contents Section What is Not Covered (c), the exclusion of deeds, documents of any kind and manuscripts is deemed to be deleted.

The maximum amount payable under this cover is up to RM 3,000.

### PART 2 – ACCIDENTAL DAMAGE

In consideration of **You** paying to **Us** the additional premium mentioned in the **Policy** schedule, **We** agree to indemnify **You** for damage to:

- a) television, DVD/VCD players, Hi-fi and all other audio visual equipment;
- b) desktop computer and its accessories; and/or
- c) cooker hood & hob, refrigerator, washing machine, dryer, dishwasher, microwave and oven,

due to **Accident** including damage due to liquid spillage/overflow while within the **Private Dwelling House or Private Flat/apartment/condominium** subject to the sum insured, limits of liability, insuring agreement, exclusions, conditions and other terms contained in this policy or endorsed hereon.

#### Exclusions to Part 2:

- a) Damage that is intentionally caused by **You**;
- b) Damage to items other than listed above; and/or
- c) Damage not caused by **Accident**.

### PART 3 – WORLDWIDE PERSONAL VALUABLES COVER

In consideration of the **You** paying to **Us** the additional premium mentioned in the **Policy** schedule, **We** agrees to indemnify **You** for the loss of or damage to the listed/scheduled Personal Valuables due to **Accident** including damage due to liquid, **Theft** and/or **Robbery** which may occur anywhere in the world subject to the sum insured, limits of liability, insuring agreement, exclusions, conditions and other terms contained in this policy or endorsed hereon.

The items to be insured under Part 3 shall not exceed 50% of the sum insured under the Insuring Clause (Applicable to Buildings and/or Contents) – **Your** Contents and a detailed list/schedule of each item and it's value must be lodged with **Us**. At time of claim, receipts must be furnished. If receipts are not available, **You** must be able to authenticate existence and value of lost item(s).

#### Exclusions to Part 3:

- a) mechanical, electrical or electronic breakdown, failure or derangement;
- b) **Theft** from any vehicle;

- c) marring or scratching, denting, chaffing, deterioration, depreciation, alteration, maintenance, any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring or servicing;
- d) leakage, loss of weight, shrinkage, evaporation, bulging, buckling, contamination, insect or vermin, inherent vice, wear and tear, rust, corrosion, mildew, atmospheric or climatic conditions (including wind, rain, hail, sleet, snow and frost) and any other gradually operating causes;
- e) delay, seizure, confiscation, destruction, requisition, retention or detention by **Customs** or other **Government** or **Public Authority** or **Official**;
- f) **Your** intentional, deliberate or fraudulent acts or **Your** representatives, or anyone residing in the same household or to whom the **Personal Valuables** has been entrusted;
- g) transit by air, vessels or ships, trains or vehicles, or any other mode of **Public Transportation** unless the **Personal Valuables** is hand-carried by **You** during the course of transit;
- h) product defects, faulty or defective design, material or workmanship, latent defect;
- i) ionizing radiation or contamination by radioactivity from nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or hazardous properties of any nuclear assembly or nuclear component thereof;
- j) loss of or damage to items other than specified under **Personal Valuables**;
- k) loss of or damage to **Personal Valuables** under a more specific policy; and/or
- l) loss of or damage to **Personal Valuables** due to mysterious disappearance, unexplainable and/or not provable event.

**Condition to Part 3:**

- a) **You** shall take all reasonable precautions for the safety of **Your Personal Valuables**.
- b) The following items are limited to 1 unit only and in case of multiple Insureds, limited to one unit for each Insured:
  - Watch;
  - Laptop;
  - Handphone;
  - Notebook; and
  - Personal digital assistant (PDA).

## PART 4 – KEY REPLACEMENT COVER

In consideration of **You** having paid the additional premium stated in the policy schedule to **Us**, **We** agrees to provide coverage to **You** for key replacement which may take place anywhere in Malaysia during the period of insurance subject to the terms and conditions of this policy.

**We** will reimburse **You** for:

- a) the cost of replacing **Your** residence and/or vehicle keys which are lost or stolen. The covered cost is limited to the money that has been paid to a locksmith to produce new key(s).
- b) the cost of replacing **Your** locks and key(s) if **Your Private dwelling house or private flat/apartment/condominium** or vehicle is broken into. The covered costs include the labor cost for replacing the lock.
- c) the cost of engaging the services of a locksmith if **You** are locked out of **Your Private dwelling house or private flat/apartment/condominium** or vehicle due to the loss or **Theft** of **Your** key(s).
- d) the reasonable cost of a rental car for one (1) day if **Your** lost/ stolen vehicle key(s) will take more than twenty-four (24) hours to replace.

**Exclusions to Part 4:**

**We** shall not be liable for:

- a) costs and expenses other than those listed in the above for the replacement of residential and/or vehicle keys;
- b) costs associated with lost or stolen keys for a residence other than **Your** primary place of residence
- c) the cost and expenses to replace keys to vehicles which **You** do not own for personal use.

**Condition to Part 4:**

- i. For break-in claims, **You** must provide an official police report that indicates that the incident happened within the covered time frame in order for **Us** to pay the claim, unless **You** are legally incapable of doing so.

## PART 5 – WORLDWIDE GOLFER'S LIABILITY

In consideration of **You** having paid the premium as stated in the schedule and having complied with all applicable provisions of this coverage, **We** will provide **You** with the benefits described in this section whilst **You** are playing or practicing golf on a recognized golf course anywhere in the world.

This coverage is applicable to **You** who are between the ages of eighteen (18) and seventy (70) years only.

**A. Personal Liability to third party whilst on a recognized golf course**

**We** will pay for **Accidental** bodily injury and/or property damage to third parties which may result whilst **You** are playing golf and for which **You** becomes legally liable, up to the amount shown in the policy schedule.

**We** will also pay legal costs and expenses in defending any claim in respect of such bodily injury and/or property damage.

Exclusions:

**We** will not cover liability:

- 1. Arising from the ownership, possession or control of any mechanically propelled vehicles, electrically driven buggies or golf carts;
- 2. In respect of bodily injury to **You**, **Your** relatives or any person in **Your** employment and/or service who sustain injury, except for golf caddies hired at the recognized golf course;

3. Due to liability for injury to, or destruction of, property of others, used by, rented to or in **Your** care, custody or control, or property for which **You** exercise any physical control;
4. For loss or damage to property belonging to **You**, or in **Your** care, custody, charge or under **Your** control, **Your** relatives or any person in **Your** employment or service;
5. For defence costs **You** have incurred without **Our** written consent;
6. Due to **Your** intoxication or impairment from **Your** use of alcohol, illegal drugs, narcotics, or medicines which have not been prescribed by a medical professional; or,
7. From damages arising from contracts or agreements, unless liability for such damage would have existed without the agreement.

#### **B. Loss of or damage to Golf Equipment**

**We** will, at **Our** option reinstate or repair or replace or indemnify **You** by cash payment for loss of or damage to **Golfing Equipment** due to **Theft** and/or **Accident** occurring at any recognized golf course or whilst in transit thereto or therefrom as accompanied baggage.

Provided that:

- (i) **You** shall take all reasonable precautions to safeguard and maintain the property insured;
- (ii) **Our** total liability under this cover shall in no event exceed the sum insured stated in the schedule.

Exclusions:

**We** shall not be liable in respect of:

- (a) loss or destruction of or damage to golf balls unless contained in the golf bag at the time of loss, destruction or damage;
- (b) loss to self-propelled golf cars or to golf balls;
- (c) loss to equipment leased or rented to others by **You**;
- (d) loss that is covered by a manufacturer's guarantee;
- (e) depreciation, wear and tear.

#### **C. Personal Effects**

**We** will pay **You**, up to the amount shown in the policy schedule, for loss or damage caused by **Theft** and/or **Accident** to **Your Personal Effects** while **You** are playing golf at any recognized golf course.

Exclusions:

**We** shall not be liable in respect of:

1. money, coins, securities, charge, debit or credit cards, stamps, watches, jewelry, novelties, medals, articles of gold & silver, precious stones, glasses, mobile phones, portable music players, cameras, furs, business, or professional documents or contracts;
2. Loss or damage arising from wear and tear or other gradually occurring causes, inherent defect or faulty manufacture;
3. Loss or damage covered by a manufacturer's guarantee;
4. **Theft by Your Household Members.**

#### **D. Hole-In-One**

**We** will pay **You** for expenses incurred for **Hole-in-One Celebration** on the day **You** achieves a "Hole-In-One" whilst playing in any competition or friendly game at a recognized golf course.

Official certification from the recognized golf course and itemized receipts are required for proof in the event of a claim.

### **PART 6 – DEFINITIONS (APPLICABLE TO PART 2 , 3, 4 AND 5 ONLY)**

#### **Accident/Accidental**

Shall mean an involuntary external, forcible and violent described insured event that is unforeseen, fortuitous, unintentional and not premeditated and occurs independently of all other causes, which gives rise to loss or damage of the insured item or causes injury or property damage to a third party.

#### **Customs**

Refer to a department responsible for the collection of value added tax (VAT), **Customs** duties, and other indirect taxes such as air passenger duty, climate change levy, insurance premium tax, landfill tax and aggregates levy and also responsible for managing the import and export of goods and services into the country.

#### **Golf Equipment**

Shall mean golf-related equipment normally used by **You** for playing golf, including clubs, golf shoes, golf bags, caddie cars and other golf accessories.

#### **Government**

Refer to a body that sets and administers public policy and exercises executive, political, and sovereign power.

#### **Hole-in-One Celebration**

Shall mean one round of drinks shown on a single bill/receipts.

#### **Household Members**

Shall mean individuals including **Your Immediate Family** who reside together with **You** in the same premises when the covered incident takes place.

#### **Immediate Family**

Shall mean **Your** biological parents, adopted parents, spouse, children, adopted children, step-parents and step-children.

#### **Personal Effects**

Shall refer to such items as **Your** clothing, shoes, wallet, handphone and jewellery.



#### Personal Valuables

Shall refer to all items of gold, silver, platinum, jewellery, watches, designer handbag, laptop, handphone, notebook, personal digital assistant (PDA), camera(s) and video camera(s) in **Your** possession at the time of loss.

#### Private dwelling house or private flat/apartment/condominium

Shall mean a single unit building resided in by **You** where **You** maintains a permanent address for official purposes be that the premises is a dwelling house, flat, apartment or condominium.

#### Public Authority

Refer to a national, state or local **Government** agency.

#### Public Transportation

Shall mean any air, land or water conveyance, which is duly licensed for the regular transportation of fare-paying passengers.

#### Robbery

Shall bear the meaning as defined under Section 390 of the Malaysian Penal Code i.e. the act of **Theft** or attempted **Theft** which in order to commit **Theft** or in committing the **Theft**, or in carrying away or attempting to carry away property obtained by the **Theft**, the offender to achieve that purpose, voluntarily causes or attempts to cause any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.

#### Theft

Shall bear the meaning defined under Section 378 of the Malaysian Penal Code i.e. the dishonest act by an offender of taking movable property out of the possession of another without that other person's consent, with the intention of permanently depriving that other of it.

### PART 7 – GENERAL EXCLUSIONS (APPLICABLE TO PART 2, 3, 4 AND 5 ONLY)

1. This **Policy** will not cover the following:
  - a) Losses that do not occur within the **Policy** period;
  - b) Losses caused by **Your** illegal acts;
  - c) Losses that are intentionally or negligently caused by **You**;
  - d) Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
  - e) Losses due to the order of any **Government**, **Public Authority**, or **Customs'** officials.
2. **We** shall not be liable for a loss that would otherwise be payable, if it occurs directly or indirectly, due to or in consequence of:
  - (a) an act in contravention of a **Government** prohibition or regulation or law or public policy;
  - (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, civil commotion, uprising, martial law, riot or the act of any lawfully constituted authority;
  - (c) an act of terrorism.

For this purpose, an act of terrorism means any act including, but not limited to the use of force or violence and or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or **Government(s)**, committed for political, religious, ethnic, 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 which is occasioned by or through or in consequence of, directly or indirectly, any of the abovesaid occurrences shall be deemed to be injury, loss or damage which is/are not covered by this insurance **Policy**, except to the extent that **You** shall prove that such injury, loss or damage happened independently from the existence of such conditions.

In any action, suit or other proceeding where **We** allege that by reason of the provisions of this condition, any injury, loss or damage is not covered by this insurance, the burden of proving that such injury, loss or damage is covered shall be on **Your**.

3. **We** shall not pay under any section of this policy where such payment would violate any prohibition or regulation or sanction that has been imposed by the Malaysian **Government**, the American **Government** and/or the United Nations.

### PART 8 – GENERAL CONDITIONS (APPLICABLE TO PART 2, 3, 4 AND 5 ONLY)

#### 1. PREMIUM WARRANTY ENDORSEMENT

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** within 60 days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and **We** shall be entitled to the *pro rata* premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by **Our** authorised agent, the payment shall be deemed to be received by **Us** for the purposes of this warranty and 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 on **Us**.

Subject otherwise to the terms and conditions of this policy.

#### 2. ENTIRE CONTRACT CHANGES IN POLICY

This **Policy** includes the schedule, application, endorsements and attached papers, if any, and shall constitute the entire

contract of insurance. Statements made by **You** not specifically included herein shall not under any circumstances be considered as part of the policy or be used in any legal proceedings pursuant thereto. No agent has authority to change this policy or waive any of provisions contained herein. No amendment to this policy shall be valid unless approved by **Us** in writing and duly endorsed therein.

#### 3. NOTICE OF CLAIM

All claims must be made in writing and submitted to **Us** within thirty (30) days from the date of loss. **You** shall produce for **Our** examination all relevant documents at such reasonable times and shall co-operate with **Us** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice **Your** claim. Written notice of claim given by or on **Your** behalf to **Our** branch offices in Malaysia, or to any of **Our** authorized agent, shall be deemed notice to **Us**.

#### 4. PROOF OF LOSS

Written proof of loss must be furnished to **Us** within 90 days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was

not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than 1 year from the date of loss.

#### 5. LIMITATION OF CLAIMS

No claim benefits shall be payable for any claim filed to **Us** beyond a period of one (1) year from the date of loss.

#### 6. PROOF OF CLAIM

**You** shall forward the following documents to **Us** in the event of a claim made by **You**:

- a) police reports whenever applicable;
- b) duly completed claim form;
- c) receipts/valuation of lost items wherever possible;
- d) any other documents as may be requested by **Our** Claims department.

All documents and evidence must be provided at **Your** expense in the form and nature required and the list set out above is not exhaustive. **We** reserve the right to request for any relevant document(s) as may be applicable, and reasonable to support **Your** claim at **Your** expense.

#### 7. RECEIPTS

Any compensation payable herein shall be payable to **You** only and shall, in all cases be effectual discharge of **Our** liability. No claim for compensation from any other party shall be entertained.

#### 8. TO WHOM INDEMNITIES ARE PAYABLE

All indemnities of this policy will be payable to **You**. Any indemnity accruing at **Your** death shall be paid to the nominee(s) elected by **You** and in the event of failure of nominee, to **Your** Estate. The process of claim including settlement will be handled directly between **Us** and **You** whose sole discharge will constitute full and final discharge of the claim lodged. Consent of nominee shall not be a pre-requisite to terminate or to cancel this policy or to a change of nominee or for that matter for any changes in this policy.

#### 9. RIGHT OF OWNERSHIP

**You** shall be the person whose name is stated in the policy schedule. No change of Insured under this policy shall bind **Us**, unless written notice has been filed with **Us** by **You** and is duly approved and endorsed by **Us**. Only **You** can exercise all rights, privileges and options provided under this policy.

#### 10. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the policy.

#### 11. MISREPRESENTATION IN APPLICATION

The benefits shall not be payable and the policy shall be considered voidable at **Our** option:

- a) In the event there was a failure to disclose or misrepresentation of any fact with respect to **You** which is

material to the insurance and generally required to be furnished as evidence of insurability; and

- b) In all cases of fraud.

#### 12. TERMINATION OF COVERAGE

This **Policy** shall be terminated automatically when the policy is cancelled by **You** or **Us** in accordance with the provisions of Clause 13 under this section, hereunder on the dates specified therein.

#### 13. CANCELLATION

- a) **We** reserve the right to cancel the policy by giving seven (7) days written notice to **You** at **Your** last known address.
- b) **You** are hereby reserves the right to cancel the **Policy** issued to **You** by serving **Us** notice in writing to **Our** registered address.

**You** shall be entitled to a refund of the premium on a short rate or pro-rate basis for the unexpired period of insurance, for which **We** has accepted the premium.

#### 14. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

#### 15. ARBITRATION CLAUSE

- a) Any dispute, difference or question which may arise at any time hereafter between **Us** and **You** or **Your** legal representatives in relation to the interpretation of the policy or the rights or liabilities of parties hereto shall be referred to arbitration. The policy shall be subject to the jurisdiction of the Malaysian courts and construed according to Malaysian laws.
- b) The arbitration shall be heard by a single arbitrator of whom the appointment shall be agreed by the parties hereto within 14 days from the commencement of the arbitration procedure. In default of an agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Malaysian Arbitration Act 2005 or any statutory modification or reenactment thereof for the time being in force.

#### 16. CONSENT TO USE PERSONAL DATA

By submitting the application for coverage, **You** have given **Your** consent to **Our** collection of **Your** personal information (whether through the phone or otherwise obtained) and may be held, used and disclosed by **Us** to individuals, service providers and organizations associated with **Us** or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of processing this insurance and providing subsequent service(s) for this purpose, **Our** financial products and services and data matching, surveys, and to communicate with **You** for such purposes. **You** reserve **Your** right to obtain access, request correction or withdraw its consent to the use of any of its personal information held by **Us**.

#### 17. CONSENT TO UPDATE PERSONAL DATA

By submitting the application for coverage, **You** have agreed and given consent to **Us** to the inquiry and use of updated payment details of all the credit cards maintained with the same issuing bank providing **Your** credit facilities.

## DISCLOSURE & POLICY STATEMENT

### KETERANGAN & KENYATAAN POLISI

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-  
*Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-*
- a) The Customer Care Officer of Chartis Malaysia Insurance Berhad ("Company") at tel: 1-800-88-8811 or fax: 03-2081 3696 or via e-mail to [cmicare@chartisinsurance.com](mailto:cmicare@chartisinsurance.com). At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.

*Pegawai Khidmat Pelanggan Chartis Malaysia Insurance Berhad ("Syarikat") di tel: 1-800-88-8811 atau faks: 03-2081 3696 atau e-mel pada [cmicare@chartisinsurance.com](mailto:cmicare@chartisinsurance.com). Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjatkan kepada Pegawai Khidmat Pelanggan.*

- b) The Financial Mediation Bureau (FMB) at tel: 03-2272 2811 or fax: 03-2274 5752

Any policyholder who is not satisfied with the decision of an insurance company may write to the FMB, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate FMB's reference.

*Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2274 5752*

*Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada FMB dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada FMB untuk rujukan.*

An award of the FMB is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMB's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the FMB.

*Pihak Syarikat adalah terikat kepada keputusan FMB. Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan FMB, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dcaj untuk perkhidmatan FMB.*

The address is / Alamat ialah:-

**Biro Pengantaraan Kewangan**  
Tingkat 25, Bangunan Sime Bank  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 03-2698 8044 or fax: 03-2693 4051.

Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

*Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 03-2698 8044 atau faks: 03-2693 4051*

*Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.*

The address is / Alamat ialah:-

**Pengarah**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti surat 10922  
50929 Kuala Lumpur

2. By virtue of the Anti-Money Laundering Act, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.

*Bersandarkan Akta Pencegahan Pengubahan Wang Haram, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.*

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

*Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.*

4. **CONSENT TO USE OF PERSONAL DATA** : Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081-3696 or e-mail: [cmicare@chartisinsurance.com](mailto:cmicare@chartisinsurance.com).

By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.

**KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI** : Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industri) bagi tujuan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pepadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081-3696 or e-mail: [cmicare@chartisinsurance.com](mailto:cmicare@chartisinsurance.com).

Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di atas.

JL-V6 / April 11

#### IMPORTANT NOTICE

Please take note that an Information Sheet is attached to your policy contract for the following products:

- i) Motor Insurance; and
- ii) Fire Insurance for Residential Properties.

The Information Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service Toll free at **1800 88 8811** (Monday – Friday, 9am – 5pm).

#### NOTIS PENTING

Sila ambil perhatian bahawa sesalanan Helaian Maklumat adalah dilampirkan dengan kontrak polisi anda untuk produk-produk berikut:

- i) Insurans Motor; dan
- ii) Insurans Kebakaran untuk Harta Kediaman.

Helaian Maklumat mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Bebas Tol Perkhidmatan Pelanggan kami di **1800 88 8811** (Isnin – Jumaat, 9pagi – 5petang).



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