

MPI Generali Insurans Berhad (14730-X)

HOME PROTECTOR POLICY

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

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

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed

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 that **You** agree to pay **Us** the **Premium** for the cover.

In respect of **Insured events** occurring during the **period of insurance** and subject to the limitations, exceptions and conditions contained or endorsed in the **Policy**, **We** will, by payment or by reinstatement or repair, indemnify **You** against loss or damage to the property insured as mentioned in the **Schedule**.

This **Policy** insures **You** up to the amount of the **sum insured** as stated in the **Schedule** for loss or damage to **Your** building and/or **Your** contents caused by an **Insured event**.

Your Schedule will show if **You** have insured **Your** building, **Your** contents or both.

INSURING CLAUSE
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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**” shall include 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:

- a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total Sum Insured on Contents, unless such article is specially declared as a separate item;
- b) 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:

- a) Part of the structure or ceiling, wallpapers or anything similar;
- b) Property insured under more specific policies;
- c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the Schedule.

APPLICABLE WARRANTIES / CLAUSES
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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

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**.

Goods And Services Tax Clause

The amount of premium payable by **You** for this Policy includes an amount on account of the **GST** on the premium.

When **We** pay a claim, **Your GST** status will determine the amount **We** pay.

When **You** are:

- (a) non-**GST registered person**, **We** will pay in full (including 6% **GST**) up to sum insured/limit of liability or the other limits of insurance cover.
- (b) **GST registered person**, **We** will pay (excluding 6% **GST**) up to sum insured/limit of liability or the other limits of insurance cover. **You** are to claim **Your Input Tax Credit** entitlement from the Royal Malaysian Customs Department directly.

You must advise **Us** of **Your** correct entitlement to an **Input Tax Credit** on **Your** Premium and the correct entitlement to an **Input Tax Credit** on each item of the property to be insured.

Definitions under the Section on Glossary:

“**GST**” means goods and services tax and services tax and has the meaning assigned to it in the Goods and Services Tax Act 2014 (“GST Act”).

“**Registered person**” means a person who is registered under Part IV of the GST Act and a ‘non registered person’ shall mean a person who is not registered under the GST Act.

“**Input Tax**” means the GST incurred on any purchase or acquisition of goods and services by a taxable person for the purpose of making a taxable supply in the course or furtherance of business.

“**Input Tax Credit**” means the input tax claimable by a registered person.

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; belonging to or under the control of:
 - **You**; or
 - **Your family** member.
 - ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control; 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
- 6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt
- 7) Hurricane, Cyclone, Typhoon, Windstorm
- 8) Earthquake, Volcanic Eruption
- 9) **Flood**
- 10) **Robbery and hold up** in the premises of **Your** property

What is Not Covered

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

- a) The **Excess** amount for the first RM50.00.
 - b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
 - a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one **period of insurance**, the cover will be suspended unless agreed by **Us** by way of an **endorsement**.
 - b) Loss or damage due to theft by **Your** domestic servants or any member of **Your family**.
 - a) The **Excess** amount for the first one (1) percent of the Total sum Insured on Buildings or RM200 whichever is less.
 - b) Loss or damage to:
 - i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;
 - ii) metal smoke stacks, awnings, blinds, signs and other outdoor **fixtures** or **fittings** including gates and fences.
- The Excess amount for the first one (1) percent of the Total sum Insured on Buildings or RM200 whichever is less.
- a) The Excess amount for the first one (1) percent of the Total sum Insured on Buildings or RM200 whichever is less.
 - b) Loss or damage to buildings 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 Malaysia, 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

(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 RM10,000.00 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 Malaysia, provided such contents are not insured under another insurance policy.

What is Not Covered

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

(E) Loss of Personal Money at Home (Non-Tariff)

What is Covered

We pay up to RM250 against theft of personal Money belonging to **You** or any member of **Your** Family or Household occurring in the Private Dwelling House.

This benefit is payable only once during the Period of Insurance and shall cease immediately upon a claim being made under this benefit.

What is Not Covered

- a) Losses which are not reported to the Police within twenty four (24) hours.
- b) Money losses without involving forcible entry to **Your** Private Dwelling House.
- c) Money belonging to the employer of any member of **Your** Family or Household relating to any business or commercial venture.
- d) Losses committed by any member of **Your** Family or Household.

(F) Cost of Replacing Lost Legal Documents (Non-Tariff)

What is Covered

We pay up to RM500 for the cost of replacing lost or damaged of legal documents belonging to **You** or any member of **Your** Family due to fire, flood, theft or robbery and hold up at **Your** Private Dwelling House.

Legal documents shall means passport, legal will, driving license and national registration identity card.

What is Not Covered

- a) Losses which are not reported to the Police within twenty four (24) hours.

ADDITIONAL BENEFITS

Applicable for Buildings Only

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

(G) Replacement of Window / Door / External locks (Non-Tariff)

What is Covered

We pay for the replacement and installation cost of locks and keys to the external doors and windows of **Your** Private Dwelling House caused by forcible entry or attempted forcible entry to **Your** Private Dwelling House provided that the liability of the Company is limited up to RM500 any one accident and in aggregate during the Period of Insurance.

What is Not Covered

- a) Losses which are not reported to the Police within twenty four (24) hours of the theft at the Private Dwelling House

(H) Maintenance Fee Protection Benefit (Non-Tariff)

What is Covered

In the event that **Your** Private Dwelling House becomes and remains uninhabitable for 30 consecutive days due to damage caused by Fire or Insured Event (2), (8) or (9), **We** will indemnify **You** for the monthly service and conservancy charges payable towards the maintenance and upkeep of the common property up to RM250.

This benefit is payable only once during the Period of Insurance and shall cease immediately upon a claim being made under this benefit.

What is Not Covered

- a) If **Your** Private Dwelling House is not uninhabitable for 30 consecutive days

Applicable for Buildings and/or Contents

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

(J) 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 additional to the Total **Sum Insured** as stated on the **Schedule**.

What is Not Covered

(K) 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 RM50,000.00 any one accident or series of accidents constituting one occurrence in respect of Buildings and contents respectively.

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;

We will also indemnify **You** or Spouse:

- i) Legal costs and expenses recoverable from **You** or Spouse by any claimant, provided such legal cost and expenses were incurred before the date **We** shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one **occurrence**.
- ii) Legal costs and expenses incurred by **You** or Spouse with **Our** consent.

If Buildings are for Blocks of Flats or Apartments, Our Indemnity to **You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified on the **Schedule**, but not as a resident occupying any part of the insured Buildings in respect of any accident occurring during the period of insurance.

We will indemnify **Your** personal representative in the event of **Your** death, in respect of the liability incurred by **You** or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Policy.

- Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Buildings), for insurance for Private Flats or Apartments;
- Any contractual agreement;
- Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
- Any part of the insured Buildings used in connection with Your profession or business.

(I) Fire Brigade Report (Non-Tariff)

What is Covered

In the event of an occurrence of a fire to **Your** Private Dwelling house, **We** will reimburse up to RM100 any one occurrence for the cost of the Fire Brigade Report if a fire incidence was reported to the Fire Brigade.

What is Not Covered

(L) Fire Brigade Charges (Non-Tariff)

What is Covered

We will pay up to RM500 any one occurrence for the cost of replenishment of fire fighting appliances kept in **Your** Private Dwelling House, if **You** have used them for extinguishing a fire in **Your** Dwelling.

What is Not Covered

(M) Domestic Help Allowance (Non-Tariff)

What is Covered

We will pay a lump sum up to RM250 allowance for domestic help/cleaning services as a result of a fire or Insured Events loss. This cost must be incurred within fourteen (14) days from the date of loss or from the date the Dwelling is safe for occupancy.

What is Not Covered

This benefit is payable only once during the Period of Insurance and shall cease immediately upon a claim being made under this benefit.

OPTIONAL BENEFITS

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

Applicable for Buildings Only

Optional Benefit No 1 – Extension to cover Landlord's Household Goods and Furnishings in blocks of flats/apartments
(N.B. This benefit is meant for landlord only).

What is Covered

As the owner of the insured Buildings, We will insure **You** for a sum of RM..... being the full value of the Household goods and furnishings belonging to **You**. This amount will apply in equal proportion to each Private Flat/Apartment.

The Insured events pertaining to the loss or damage to the Landlord's Household goods and furnishing under this extension are:

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 by any road vehicles or animals not belonging to or under the control of:
 - **You** or **Your** agent or servant.
 - Any person resident in the Private Flats/Apartments or his agent or servant.
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.
7. Hurricane, cyclone, typhoon and windstorm.
8. Earthquake and Volcanic Rupture
9. Flood including overflow of the sea

For Additional Benefit J) Rent Insurance, this amount will be added to the Total Sum Insured on Buildings as stated on the Schedule.

Additional Benefit K) Liability to the Public will now include "cover for accidents caused by a defect in landlord's household goods and furnishings".

What is Not Covered

- a) Household goods, furnishings or personal effects of any description brought into the Private Flat/Apartment by tenants;
 - b) Gold or silver articles.
-
- a) The **Excess** amount for the first RM50.00
 - b) Destruction or damage occurring while the Private Flat/Apartment are left unoccupied.

OPTIONAL BENEFITS

Optional Benefit No. 2 – Insurance of 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 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**.

Optional Benefit No. 3 – Extension to cover against loss or damage by hurricane, cyclone, typhoon or windstorm to metal smoke stacks, awnings, blinds, signs and other outdoor fixtures and fittings including gates and fences

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

Optional Benefit No. 4- Extension to cover alterations, repairs and additions (but not appreciation in value in excess of the sum insured)

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

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

Applicable for Contents Only

Optional Benefit No. 5A – Extension for extended theft cover but excluding theft by domestic servants or any member of Your family or Household

What is Covered

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**.

OPTIONAL BENEFITS

Applicable for Contents Only

Optional Benefit No. 5B – Extension for extended theft cover including theft by domestic servants

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 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) 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**.

Applicable for Buildings and/or Contents

Optional Benefit No. 6 – Increase of Indemnity limits under Additional Benefit J – Rent Insurance

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

Optional Benefit No. 7 – Increase of Indemnity limits under the Additional Benefit K - Liability to the Public

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

Optional Benefit No. 8 – Extension to cover Riot, Strike and Malicious Damage

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.

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 any 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.

OPTIONAL BENEFITS

What is Covered

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

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.

Optional Benefit No. 9 – 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.

GENERAL EXCEPTIONS
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

You will not be covered under the following circumstances:

General Exception 1

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

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

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

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

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

General Exception 2

We will not cover loss or damage:

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

General Exception 3

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

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

Insurable Interest

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

No Right of Claim from Any Other Person

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

Limit to Three (3) Paying Guests only

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

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

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

Market Value

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

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

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

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- loss adjuster registered under the Financial Services Act 2013, or
- Registered Valuer under the Valuers and Appraisers and Estate Agents Act 1981 to be mutually appointed by both **You** and **Us**.

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

Our Maximum Liability

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

Average

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

Excess

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

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

Other Insurance

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

Subrogation

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

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

at **Our** own expense and benefit.

Fraud

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

Right of Access and Control

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

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

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

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

Arbitration

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

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

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

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

Notice and Proof of Claim

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

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

Building Plans

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

Liability Claims

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

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

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

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

YOUR RESPONSIBILITY
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

Duty of care

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

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

Reinstatement of **Sum Insured**

After a loss, the full **sum insured** of this insurance shall be maintained.

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

Unvalued **Policy** Clause

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

HOW YOUR POLICY MAY BE CANCELLED
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

You may cancel this **policy** at any time by giving **Us** notice in writing. **You** shall be entitled to a refund of **premium** after **We** have charged **You** based on **Our customary short-period rates** or minimum **premium** payable under the **Policy**, whichever is higher.

We may also cancel this **policy** at any time by giving **You** seven days' notice in writing and will refund the pro rata **premium** equal to the unexpired **period of insurance**.

GLOSSARY

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

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

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

“**Depreciation**” means the reduction in the value of the item or property due to **wear and tear**.

“**Endorsement**” means a written alteration to the terms, conditions and limitations of this **policy** which is shown on the **Schedule**.

“**Erosion**” means being worn or washed away by water or wind.

“**Excess**” means the amount **You** must pay towards a claim before **We** pay. The amount will be stated on the **Schedule** or in any selected Optional Benefits.

“**Flood**” means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.

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

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

“**Indemnity**” means putting **You** back to **Your** same financial position immediately before the loss.

“**Insured event**” means one of the perils listed under this **Policy**.

“**Occurrence**” means the exact period when the incident took place.

“**Open**” means anywhere at the premises not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the premises if such buildings are not able to be secured.

“**Period of insurance**” means the period for which **You** are insured. It commences at the time **We** agree to give **You** insurance and finishes at midnight on the day of expiry. The expiry date is shown on the **Schedule**.

“**Personal Effects**” means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.

“**Plate glass**” means glass fitted to the structure of the building.

“**Policy**” means **Your** insurance contract which consists of this policy wording and **Schedule**.

“**Premium**” means any amount **We** require **You** to pay under the **policy** and includes Government charges.

“**Robbery and hold up**” means that the items insured are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against **You**, or persons living with **You** in a common household, or other persons authorized to be on **Your** premises.

“**Schedule**” means the **policy schedule** where both the insured items and sum insured are specified.

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

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

“**Sum insured**” means the amount **You** have insured on either **Your** building, **Your** contents (including specified contents) as shown on the **Schedule**. This shall include the Additional Benefits and any of the Optional Benefits selected by **You**.

“**Customary short-period rates**” means the following:

<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-

GLOSSARY

“**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.

CLAUSES (applicable only if specified in the schedule)

C02A. REMOVAL OF DEBRIS (with separate sum insured)

The insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company 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).

The Company 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.

C02B. REMOVAL OF DEBRIS (without separate sum insured)

The insurance on Items (as specified in the Schedule) includes costs and expenses necessarily incurred by the Insured with the consent of the Company 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 loss, whichever is lower.

The Company 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 the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

C03A. ARCHITECT'S, SURVEYOR'S AND CONSULTANT FEES (with separate sum insured)

The insurance by this item(s) is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plan, 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).

C03B. ARCHITECT'S, SURVEYOR'S AND CONSULTANT FEES (without separate sum insured)

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

C06A. MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within

described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change or ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder 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 the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

C06B. MORTGAGEE (CHARGE) CLAUSE 2

It is hereby agreed that this Insurance {as to the interest of the Mortgagee (Chargee)} 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 (Chargee) provided that the Mortgagee (Chargee) shall immediately on the same coming to his knowledge, give notice thereof to the Company and pay the additional premium (if any) which may be required by the Company 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 the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

C008. FOUNDATION EXCLUSION

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

C015. AUTOMATIC RENEWAL CLAUSE

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

C016. REINSTATEMENT VALUE CLAUSE

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

SPECIAL PROVISIONS

1. The work of replacement of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company 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 the Company 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 the Insured in replacing or reinstating the property destroyed or damaged the Company 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 the Insured shall be considered as being his 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) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further times as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis

of reinstatement set forth therein.

C16A. REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in the "Market value" condition of the Policy, it is hereby declared and agreed that in the event of the property insured under item (as specified in the Schedule) of 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 the requirements of the Insured subject to the liability of the Company 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 the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this clause had not been incorporated therein.
3. If the Sum Insured at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed then the Insured shall be considered being his own insurer for the difference between the sum insured and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Special Provision.
4. This Clause shall be without force or effect if:
 - a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
6. In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

C018. REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in the "Market Value" condition of the Policy, it is hereby declared and agreed that the insurance by (item as specified in the 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 not insured by the Policy,
 - iii) under which notice has been served upon the Insured 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 the Company 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 the liability of the Company under this extension not being thereby increased.
- 3) If the liability of the Company 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 the liability of the Company 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.

C033. AGREED VALUE ENDORSEMENT FOR ART OBJECTS / 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, the liability of the insurers shall not exceed the corresponding agreed value stated in the schedule.

Notwithstanding anything contained in this policy to the contrary, where any insured items consist of articles in a pair or set, the Company 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.

C035. 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, the Company 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.

C045. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

C046. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This insurance does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

C047. UNVALUED POLICY CLAUSE

This is an unvalued policy. The onus is on the Insured to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

If there is conflict or inconsistency between any of the contents of the document and the contents of a version of this same document issued or printed in any other language, the contents of this document issued and printed in English prevail.
