



**AIA General Berhad** 201001040438 (924363-W)

Menara AIA, 99 Jalan Ampang  
50450 Kuala Lumpur  
WhatsApp : 019 629 9660  
Email : my.aiaonline@aia.com  
AIA.COM.MY

# SAFEHOME POLICY

ENHANCED FIRE – FOR PRIVATE DWELLINGS

# SAFEHOME POLICY

(Please read this Policy carefully and see that it meets Your requirements)

## OUR AGREEMENT

### **For Consumer Insurance Contracts (Insurance for purposes unrelated to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and the Company. However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, 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 the Insured and the Company.

### **For Non-Consumer Insurance Contracts (Insurance for purposes related to Insured's trade, business and profession)**

This Policy is issued in consideration of the payment of Premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and the Company. In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

## YOUR DUTY TO INFORM US

### Duty of Disclosure

#### **For Consumer Insurance Contracts**

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

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

#### **For Non-Consumer Insurance Contracts**

Where the Insured has applied for this insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

## GENERAL POLICY DEFINITIONS (APPLICABLE TO ALL SECTIONS)

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Policy Schedule.

1. **Arbitration** shall mean a form of alternative dispute resolution outside the courts carried out by an Arbitrator.
2. **Arbitrator** shall mean an independent person or body officially appointed by the Insured or respective parties to settle a dispute arising out of this Policy.
3. **Building** or **Buildings** shall mean Buildings of a Private Dwelling House at the Premises and includes:
  - a. garages and outbuildings on the same Premises used solely in connection to it and on the same Premises;
  - b. Fixtures and Fittings;
  - c. walls, gates and fences around the Premises.
4. **Contents** shall mean household goods and Personal Effects of every description, belonging to You or any member normally residing with You contained in the Private Dwelling House, flat or apartment and garages and out-buildings used solely in connection to it, on the same Premises specified on the Policy Schedule.
5. **Date of Issue** shall mean the date when this Policy is issued as stated in the Policy Schedule.
6. **Endorsement** shall mean a written alteration to the terms, conditions, exceptions, and limitations of this Policy.
7. **Excess** shall mean in respect of a claim, the amount required to be paid by the Insured before the Company becomes liable to pay.
8. **Fixtures and Fittings** shall mean items that are permanently attached to Your Building.
9. **Period of Insurance** shall mean the time period the Insured is given coverage as stated in the Policy Schedule.
10. **Personal Effects** shall mean personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
11. **Policy Schedule** shall mean the document where the coverage Sections, insured items, and sum insured are specified.
12. **Premise** or **Premises** shall mean the land at the address shown on the Policy Schedule on which the Building is built, including the yard or garden used only for domestic purposes by the Insured and shall include external area/ compound that forms part of the Premise.
13. **Premium** shall mean any amount the Company requires the Insured to pay under the Policy and excludes Tax.
14. **Private Dwelling House** shall also refer to buildings of flats and apartments. When blocks of flats and apartments are insured, Private Dwelling House will refer to the private flats or apartments.
15. **Property** shall mean the insured Buildings and/or Contents under this Policy as stated in the Policy Schedule.
16. **Proposal Form** shall mean any signed Proposal Form and declaration and any information in connection with this Policy supplied by or on behalf of the Insured.
17. **Tax** is defined as any present or future, direct or indirect, Tax including sales tax, service tax, any other Tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.
18. **Umpire** shall mean a third-party who is appointed by the Arbitrators to settle the differences between the Arbitrators.
19. **Waiting Period** shall mean the first fourteen (14) days from the Date of Issue of the Policy where a peril is included in the Policy. Waiting Period is only applicable when the Policy is first covered with the peril. However, if there is a break in continuity of the insurance coverage for the peril, the Waiting Period shall apply again for the peril.
20. **We, Our, Us, Insurer** or **Company** shall mean AIA General Berhad.
21. **You, Your, Policy Owner** or **Insured** shall mean the person(s) or the entity effecting this Policy as indicated in the Policy Schedule as the Policyholder.

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

1. This Policy and the Policy Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the said Policy Schedule shall bear such meaning wherever it may appear.
2. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the Property hereby insured. Such notice should be given to the Company at the occurrence of any loss or damage.
3. All insurance under this Policy
  - (1) on any Building or part of any Building
  - (2) on any Property contained in any Building,
  - (3) on subject matter of insurance in respect of or in connection with any Building or any Property contained in any Building,
  - (4) or on other subject matter of insurance in respect of or in connection with the Premise,shall cease immediately upon any fall or displacement
  - (a) of such Building or of any part thereof,

(b) of the whole or any part of any range of Buildings or of any structure of which such Building forms part, PROVIDED that such fall or displacement is of the whole or a substantial or important part of such Building or impairs the usefulness of such Building or any part thereof or leave such Building or any part thereof or any Property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such Building, range of Buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

4. Under any of the following circumstances the insurance ceases to attach as regards the Property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by Endorsement upon the Policy, by or on behalf of the Company:
  - (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Building insured or containing the insured Property be changed in such a way as to increase the risk of loss or damage by fire.
  - (b) If the Building insured or containing the insured Property becomes unoccupied and so remains for a period of more than thirty (30) days.
  - (c) If Property insured be removed to any Building or place other than that in which it is herein stated to be insured.
  - (d) If the interest in the Property insured pass from the Insured otherwise than by will or operation of law.
  - (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's Property is situated has been issued.

5. This Policy may be terminated

- (i) at any time at the request of the Insured within sixty (60) days from the first day of Period of Insurance, in which case the Insured is entitled to one hundred percent (100%) of refund, provided that no claim is made under this Policy to the Company within sixty (60) days from the first day of Period of Insurance; or
- (ii) at any time at the request of the Insured after sixty (60) days from the first day of Period of Insurance, in which case the Company will retain the appropriate short period rate for the time the Policy has been in force. The Insured is entitled to a refund provided that no claim is made under this Policy to the Company prior to the termination. The amount to be refunded upon termination of the Policy shall be subject to the minimum Premium to be retained by the Company.

Short Period Rate Table

Period not exceeding (from the first day of Period of Insurance)	Percentage of Rate Charged (% of annual rate)	Percentage of Refund (% of annual rate)
2 months	0%	100%
3 months	40%	60%
4 months	50%	50%
5 months	60%	40%
6 months	70%	30%
7 months	75%	25%
8 months	80%	20%
9 months	85%	15%
10 months	90%	10%
11 months	95%	5%
12 months	100%	0%

- (iii) The Policy may also be reasonably terminated at the option of the Company by giving fourteen (14) days' notice in writing under registered letter to the last known address of the Insured, in which case the Company will repay on demand a rateable proportion of the Premium for the unexpired term from the date of termination. The amount to be refunded upon termination of the Policy shall be subject to the minimum Premium to be retained by the Company.

6. The due observance and fulfillment of the terms of this Policy insofar as they related to anything to be done by the Insured and the truth of the Statements and answers in the Proposal Form (or when the Insured applied for this insurance) shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.
7. The Insured shall at his own expense take all reasonable precautions and/or comply with all reasonable recommendations of the Company to prevent loss, damage, liability and/or accidents and/or for the safety of the Property; and/or comply with all statutory requirements.

8. On the happening of any loss or damage the Insured shall forthwith give written notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - (b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

The Insured shall also take immediate steps to minimize the damage and recover any missing Property.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

9. If at any time or from time to time any changes shall occur materially varying any of the facts or risk existing as of the declaration in the Proposal Form (or when the Insured applied for this insurance) the Insured shall within fourteen (14) days given written notice to the Company and shall pay such additional Premium as the Company may require. The Company may in such instance decide to accept or decline the risks.
10. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 11 under General Conditions of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.
11. All differences, arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decisions of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within one (1) calendar month after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within one (1) calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. If the Insurer shall disclaim liability to the Insured for any claim hereunder and such claim shall not within three (3) calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the occurrence of the loss or damage unless the claim is the subject of pending action or Arbitration.
13. Every notice or communication to the Company to be given or made under this Policy shall be in writing or printed.
14. The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
15. The agents of the Insurer and/or the adjusters appointed in respect of any claim shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal Property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the agents or adjusters it is hereby declared and stipulated that the Insured shall forfeit

thereby all claim upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

16. In the event of a conflict between the terms stated in General Conditions and Exceptions and/or General Clauses; and the specific conditions, exceptions, clauses, warranties or Endorsements stated under each of the Sections of specific insurance cover stated hereinafter, the latter shall prevail and be applicable to this Policy.

## GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTIONS)

This Policy does not cover: -

1. Loss or destruction of or damage to any Property whatsoever or any loss or expenses whatsoever resulting or arising therefrom of any consequential loss.
2. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
3. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
4. Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -
  - (a) Earthquake, volcanic eruption or other convulsion of nature.
  - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - (d) Mutiny, riot, strike, civil commotion, military or popular rising, 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.
  - (e) 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 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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any actions, suit or other proceeding where the Company 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 the Insured.

5. Any liability for loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by:
  - (a) Pollution or contamination which itself results from a contingency hereby insured against.
  - (b) Any contingency hereby insured against which itself results from pollution or contamination.

## GENERAL CLAUSES (APPLICABLE TO ALL SECTIONS)

### DATE RECOGNITION CLAUSE

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

- A) The Company 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 as 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 the Company 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 the Company 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 described in A above.
- D) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize and 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.

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

#### **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.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

- (1) The Company shall not provide cover for any risk and /or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and /or any other economic or trade sanction applicable laws or regulations.
- (2) The Company shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is for and/or to any Entity and/or Relative/Close Associate of any Entity.
- (3) The Company may terminate this Policy with immediate effect with valid reason and shall not thereafter be required to transact any business with You in connection with this Policy, including but not limited to, making or receiving any payments under this Policy.

#### **Definitions**

For the purpose of this Clause, the following definitions shall apply:

“Entity” means any individual, body, organisation, institution, establishment, operation that is:-

- (a) sanctioned, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations (“Sanctioned Entity”); or
- (b) employed, employs, trades, or conducts business with a Sanctioned Entity in any manner whatsoever.
- “Relative” means spouse, partner, sibling, child, parent or parent of the spouse or partner of the Entity. Sibling, child, parent or parent of the spouse or partner includes both biological and non-biological relationship.

“Close Associate” means any individual closely connected to the Entity, either socially or professionally.

#### REGULATORY IMPOSED CHARGES, FEES ETC

The Premium to be paid by the Policy Owner to the Company under this Policy is exclusive of any Tax. In the event the Company is required by any applicable law to remit any Tax on the Premium paid by the Policy Owner, the Company shall calculate and collect from the Policy Owner any amount paid or payable under this Policy on account of such Tax. Such amount as calculated by the Company, shall be paid by the Policy Owner as additional to and without any deduction or set-off from the Premium payable under this Policy to the Company. Tax is defined as any present or future, direct or indirect, tax including sales tax, service tax, any other tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.

#### PERSONAL DATA PROTECTION ACT 2010

By giving personal information You give the Company permission and You shall also obtain the Insured Person’s (where defined in the respective Sections of this Policy) consent to give the Company permission for its use as described below:

- I. To process Your personal data with the intention of entering into the contract of insurance.
- II. You consent and allow the Company to retain the data and share the data with the Company service provider namely:
  - a. Registered licensed adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance contract,
  - c. Insurer and reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
- III. Data Subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

#### Notice

In accordance to the provision of the Personal Data Protection Act 2010, You may contact the Company for the details of Your personal data. Such information will only be granted after verification. You may update/correct the data by providing to the Company in writing the request for change.

#### IMPORTANT NOTICE

The following bodies are authorized to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at:

Pengarah  
Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur  
Tel : 03-2698 8044  
Fax : 03-2693 4051

OR  
Ombudsman for Financial Services (664393P)  
*(Formerly known as Financial Mediation Bureau)*  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel : 03-2272 2811  
Fax : 03-2272 1577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)



## SECTION A – FIRE COVERAGE

THE COMPANY AGREES subject to the terms, conditions and exceptions contained herein or endorsed or otherwise expressed hereon that if the Property insured described in the Policy Schedule or any part of such Property be destroyed or damaged by fire or lightning during the Period of Insurance stated in the Policy Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the Premium required for the renewal of this Policy, the Company will make good to the Insured the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage. The Company will at its own option by replacement, reinstatement or repair indemnify the Insured against such loss or damage.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Policy Schedule to be insured thereon or in the whole of the Total Sum Insured hereby or such other sum or sums may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfillment of the terms, conditions, exceptions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### CONDITIONS (APPLICABLE TO SECTION A)

1. The cover for Contents (if specified in the Policy Schedule) is limited to a maximum of five (5) percent of the Total Sum Insured on Contents for any one article.
2. The insurance under this policy extends to include: -
  - (a) the cost of replacement of firefighting appliances and destruction of or damage to materials unless otherwise specifically insured.
  - (b) Fire Brigade charges.

Provided always that the liability of the Company in respect of such costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property insured by this Policy or immediately threatening to involve such Property.

3. On the happening of any loss or damage to any of the Property insured by this Policy, the Company may:
  - (a) Enter and take and keep possession of the Building or Premises where the loss or damage has happened.
  - (b) Take possession of or require to be delivered to it any Property of the Insured in the Building or on the Premises at the time of the loss or damage.
  - (c) Keep possession of any such Property and examine, sort, arrange, remove, or otherwise deal with the same.
  - (d) Sell any such Property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.

4. The Company may at its option reinstate or replace the Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any Property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the Property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of Buildings, or otherwise, the Company shall,

in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such Property if the same could lawfully be reinstated to its former condition.

5. In the event of a loss to the Property insured (other than stock and Building item) herein, the Company shall pay the insured value or the market value of the insured Property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the Policy. For the purpose of this condition, the term market value shall mean the value of the Property insured herein at the time of damage or loss less due allowance for Wear and Tear and/or depreciation.

The Market Value of the insured Property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured Property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured Property, the valuation shall be obtained from a Loss Adjuster registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 and to be mutually appointed by both parties. The valuation of the insured Property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 shall be conclusive evidence in respect of the market value of the insured Property in any legal proceedings against the Company.

6. If at the time of any loss or damage happening to any Property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same Property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
7. If the Property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, 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 Condition.
8. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the Insured shall be liable to pay an additional Premium at the rate stated on the Policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current Period of Insurance.

## EXCEPTIONS (APPLICABLE TO SECTION A)

1. This Insurance does not cover:
  - (a) Loss by theft during or after the occurrence of a fire.
  - (b) Loss or damage to Property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Exception 2(h) under Section A – Fire Coverage of this Policy] or by its undergoing any heating or drying process.
  - (c) Loss or damage occasioned by or through or in consequence of
    - (1) The burning of Property by order of any public authority
    - (2) Subterranean Fire
2. Unless otherwise expressly stated in the Policy this insurance does not cover:
  - (a) Goods held in trust or on commission.
  - (b) Bullion or unset precious stones.
  - (c) Any curiosity or work of art for an amount exceeding RM500.00.
  - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
  - (e) Securities, obligations, deeds, bonds, bills of exchange, promissory notes, or documents of any kind, stamps, coins or paper money, cheques, currency notes, bank notes manuscripts, books of account or other business books, or computer systems records.
  - (f) Motor vehicles and accessories or livestock.
  - (g) Platinum, gold, silver articles, jewellery, furs, and the like.
  - (h) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - (i) Explosives.
  - (j) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a Building, in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
  - (k) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

3. This insurance does not cover any loss or damage to Property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

### **CLAUSES/ WARRANTIES/ ENDORSEMENTS (APPLICABLE TO SECTION A)**

(The following clauses, warranties, and/or endorsements are not included in the Policy unless specified in Policy Schedule. If You choose to insure with Contents only (i.e. without insuring Building), the Policy will be packaged with the perils for Riot Strike and Malicious Damage, Bursting or Overflowing of Water Tanks Apparatus or Pipes, Flood, Impact Damage, Subsidence and Landslip, and Damage by Falling Trees or Branches and Objects Therefrom.)

#### **MORTGAGEE (CHARGE) CLAUSE I**

Loss, if any, payable to the Bank or firm as specified in the Policy Schedule as Mortgagee (Chargee) as interest may appear and 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 by 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 of 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 or 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 therefore 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*

It is hereby agreed and declared that cancellation of this Policy shall not be effected by the Insured except upon prior notification on the Mortgagee (Chargee) in writing giving fourteen (14) days' notice to the last known address of the Mortgagee (Chargee).

#### **DESIGNATION CLAUSE**

For the purpose of determining where necessary the heading under which any Property is insured, the Company agrees to accept the designation under which such Property is entered in the Insured's books.

#### **OUTBUILDING CLAUSE**

The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said Premises and the insurance by each item under Contents extends to include the Contents of each outbuilding.

#### **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.

#### **ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding Condition 4(a) under General Conditions of this Policy, workmen are allowed on or about the insured Property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the Building remains unchanged.

## 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 appropriate 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, conditions and exceptions of this Policy.

## REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 5 under Section A – Fire Coverage of the Policy, it is hereby declared and agreed that in the event of the Property insured as specified in the Policy 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, conditions and exceptions 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 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 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 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.

## REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 5 under Section A – Fire Coverage of the Policy, it is hereby declared and agreed that the insurance by 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 by-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, conditions and exceptions 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 and exceptions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **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.

#### **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.

#### **RESTRICTION OF MERCHANDISE WARRANTY NO. 1**

Warranted that during the currency of this Policy no part of the Premises described herein be used for the manufacture or deposit or storage of merchandise.

#### **RIOT STRIKE AND MALICIOUS DAMAGE**

In consideration of an additional Premium, the Company hereby agree and declare that the insurance under Section A – Fire Coverage of the Policy as specified in the Policy Schedule shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained) loss of 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 being an occurrence mentioned in Exception 4 under General Exceptions of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such at or in minimizing the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the Property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Exception 4 under General Exceptions of the Special Conditions of the Endorsement but the Company shall not be liable under this extension 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 thereat or caused by any person taking part therein.

#### **SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions or Exceptions of the Policy the following: -

##### *Exception 4 under General Exceptions*

This insurance does not cover any 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 rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts 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 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, ideological or similar purposes including the intension to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where the Company 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 the Insured.

#### *Exception 1 under Section A – Fire Coverage*

This insurance does not cover: -

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any Building resulting from the unlawful occupation by any person of such Building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the Property insured occurring before dispossession or during temporary dispossession.

#### *Exception 2 under Section A - Fire Coverage*

Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500.00.
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, deeds, bonds, bills of exchange, promissory notes, or documents of any kind, stamps, coins or paper money, cheques, currency notes, bank notes manuscripts, books or accounts or other business books, or computer systems records.
- (f) Motor vehicles and accessories or livestock.
- (g) Platinum, gold, silver articles, jewellery, furs, and the like.
- (h) Explosives.

#### *Condition 7 under Section A - Fire Coverage*

If the Property hereby 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 Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition,

PROVIDED that it is hereby further expressly agreed and declared that: -

1. All the Conditions and Exceptions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions and Exceptions of the Policy shall be deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions and Exceptions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

### **BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES**

In consideration of an additional Premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the Property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the Buildings insured or containing the Property insured excluding:-

- (a) loss or damage caused whilst the Premises are untenanted.
- (b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first RM1000.00\*\* of each and every loss at each separate Premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum insured is less than RM50,000.00 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions and exceptions of the Policy (except in so far as they may be hereby expressly varied) 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.

## SPECIAL CONDITIONS

1. The liability of the Company shall in no case under this Endorsement exceed the sum insured by each item of the Policy.
2. This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Policy.
3. The Insured shall use all reasonable diligence and care to keep the Premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

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

**Note:** It is not permissible to waive or reduce the excess.

## FLOOD – with Waiting Period

In consideration of an additional Premium, the Company agrees that notwithstanding anything stated to the contrary in Exception 4 under General Exceptions of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

**Note:** Flood, for the purpose of this extension, shall mean 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 insured or containing the Property insured, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the Conditions and Exceptions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

### Excess Clause

It is understood and agreed that as regards loss or damage to any Property hereby insured directly caused by the peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said Property by Policies in the name of the Insured, or
- (b) the first RM2,500.00 of each and every loss, whichever shall be the less, as ascertained after application of any condition of average.

It is further agreed that this Clause shall apply separately to: -

- i. each Property, for which purpose all insured properties at the same address will be regarded as one Property,
- ii. each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

## SPECIAL CONDITIONS

1. This Endorsement does not extend the insurance under this Policy to cover: -
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by the Policy.
  - (d) Loss or damage caused by explosion except as provided in Exception 2(j) under Section A - Fire Coverage of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of Buildings.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
3. Unless specifically and separately insured this Endorsement does not cover metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
4. The Company shall not be liable under this extension for loss or damage or any claims under Section A, B and C of this Policy directly caused by or occasioned by or through or in consequence of Flood (including overflow of the sea) happens during the Waiting Period.

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

## **IMPACT DAMAGE - Including Insured's Own Vehicles**

In consideration of an additional Premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the Property described in the Policy Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this Endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions and exceptions 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, conditions and exceptions of this Policy.

## **SUBSIDENCE AND LANDSLIP (Standard Cover)**

In consideration of an additional Premium, the Company hereby agree and declare that the insurance under this Policy shall extend 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 thereto, or landslide excluding: -

- (a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the Building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) 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.
- (c) loss or damage occasioned by happening through, or in consequence of:
  - coastal or river erosion
  - demolition, structural alteration or structural repair
  - defective design or inadequate construction of foundations
- (d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the Property less the amount excluded under (d) above.

Provided always that all the conditions and exceptions of the Policy (except in so far as they may be hereby expressly varied) 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, conditions and exceptions of this Policy.

## **DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM**

In consideration of an additional Premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the Property described in the Policy 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 the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions and exceptions 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, conditions and exceptions of this Policy.

## **SECTION B – CASH RELIEF**

The Company agrees to pay the Insured an inconvenience allowance of a lump sum amount as stated under this Section in the Policy Schedule, in the event that the Property insured be destroyed/damaged due to fire or lightning and/or other insured perils (if specified in the Policy Schedule) during the Period of Insurance resulting in the temporary uninhabitable of the Premise. The Cash Relief benefit is payable for one (1) occurrence per Period of Insurance.

## **SECTION C – MEDICAL COVERAGE**

When by reason of Injury in the Premise resulting from fire or lightning and/or other insured perils (if specified in the Policy Schedule), the Insured Person requires treatment by a Registered Medical Practitioner or Surgeon, Confinement in a Hospital or the employment of a Licensed or Graduate Nurse, the Company agrees to reimburse the Reasonable and Customary expenses incurred within thirty (30) days from the date of Injury for such medical treatment, surgery, Hospital charges, nursing fees, medical/



specialist/ postmortem report fees and ambulance fees, but not to exceed the sum insured as stated under this Section in the Policy Schedule as payable in respect of one (1) Insured Person for each Accident.

If after the first consultation by a Registered Medical Practitioner and upon satisfactory proof of bone fracture(s) by radiographic evidence such as an X-ray image (if required by Us), the Insured Person requires further treatment by a Physiotherapist within thirty (30) days from the date of the same Accident, the Company agrees to reimburse the Reasonable And Customary expenses incurred for such medical treatment, but not to exceed the sum insured as stated under this Section in the Policy Schedule as payable in respect of one (1) Insured Person for each Accident.

However, in the event the Insured Person becomes entitled to a refund of all or part of such expenses from any other source, the Company shall only be liable for the excess of the amount recoverable from such other sources. All medical coverage claims must be supported by the original medical bill(s).

The Policy shall only cover two (2) Insured Persons for each Accident under this Section.

## **DEFINITIONS (APPLICABLE TO SECTION C)**

1. Accident shall mean the occurrence of fire or lightning and/or other insured perils (if specified in the Policy Schedule) which shall, independently of any other cause, be the sole cause of Injury in the Premise.
2. Confinement in a Hospital shall mean admission in a Hospital for a minimum period of six (6) hours upon the recommendation of a Physician and continuous stay in the Hospital prior to the Insured Person's discharge. Confinement shall be evidenced by a daily room/room and board charged by the Hospital.
3. Hospital shall mean only an establishment duly constituted and registered as a Hospital and operates pursuant to law for the care and treatment of sick and injured persons as paying bed-patients, and which:
  - (a) has facilities for diagnosis and major surgery;
  - (b) provides twenty-four (24) hour a day nursing services by registered and Graduate Nurses;
  - (c) is under the supervision of a Physician; and
  - (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
4. Injury shall mean bodily injury occurring during the Period of Insurance which is the direct result of accidental, external, violent and visible means in the Premise resulting from fire or lightning and/or other insured perils (if specified in the Policy Schedule) and which solely and independently of any other cause results in a claim. This does not include any sickness, disease, bacterial or viral infection (unless this is the direct result of an Accident) naturally occurring condition or degenerative process or the result of any gradually operating cause.
5. Insured Person shall mean the Policy Owner or any person residing in the Premise, provided that such persons are between 18 to 70 years old at the time of inception or renewal of this Policy.
6. Licensed Nurse or Graduate Nurse shall mean any person that upon successful completion of a recognised college or school of nursing, is legally authorised by the government of the geographical area of his/her practice to render nursing services, but excluding a Licensed Nurse or Graduate Nurse who is the Insured Person, an insurance agent, authorized insurance intermediary, business partner(s), employer/employee of the Insured Person, or a member of the Insured Person's immediate family or related in similar fashion to the Insured Person's spouse.
7. Medically Necessary shall mean a medical service which is:
  - a. consistent with the diagnosis and customary medical treatment for a covered disability and/or Injury;
  - b. in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
  - c. not for the convenience of the Insured Person or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient);
  - d. not of an experimental, investigational or research nature, preventive or screening nature; and
  - e. for which the charges are fair and Reasonable And Customary for the disability and/or Injury.
8. Physician or Registered Medical Practitioner or Surgeon shall mean any person qualified by degree in western medicine who has legally registered with the government of the geographical area of his/her practice to render medical or surgical services, but other than the Insured Person, an insurance agent, authorized insurance intermediary, business partner(s), employer/employee of the Insured Person, or a member of the Insured Person's immediate family or related in similar fashion to the Insured Person's spouse.
9. Physiotherapist shall mean any person rendering medical services of that specific profession and is duly registered under the Traditional and Complementary Medicine Act 2016, the Allied Health Professional Act 2016 (including any re-enactments

and/or amendments made thereof for the time being in force) or any prevailing or future laws or regulations, but excluding the Insured Person, an insurance agent, authorized insurance intermediary, business partner(s), employer/employee of the Insured Person, or a member of the Insured Person's immediate family or related in similar fashion to the Insured Person's spouse.

10. Pre-Existing Condition with reference to an Insured Person's insurance of this Policy shall mean any illness or condition occurring before the effectiveness of Period of Insurance. For this purpose, an illness or condition has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment.
11. Reasonable And Customary shall mean any medical fee or expense which is charged for treatment, supplies or medical services Medically Necessary to treat an Insured Person's condition under the care, supervision or order of a Physician; does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed. For medical report fees, specialist report fees, postmortem report fees, and ambulance fees, the Reasonable And Customary expenses shall mean the actual expenses incurred.

### **CONDITIONS (APPLICABLE TO SECTION C)**

1. In the case of Injury to which this Policy relates, the Insured Person shall procure and act upon medical or surgical advice as soon as practicable.
2. All certificates information and evidence required by the Insurer shall be furnished at the expense of the Insured Person or his legal personal representative and shall be in such form and of such nature as the Insurer may prescribe.

### **EXCEPTIONS (APPLICABLE TO SECTION C)**

The Company shall not be liable in respect of Injury resulting directly or indirectly, wholly or partly by any of the following occurrences:

1. bacterial, viral or fungal infections (except pyogenic infections which shall occur through an accidental cut or wound);
2. any kind of disease or sickness including but not limited to Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV), Encephalopathy (dementia) and HIV Wasting Syndrome;
3. suicide or self-destruction or any attempt thereat or self-inflicted Injury while sane or insane;
4. pregnancy, childbirth or miscarriage, or any complications therefrom;
5. mental or nervous disorders;
6. while the Insured Person is under the influence of alcohol or use of drugs/narcotics of any kind (other than those taken in accordance with treatment prescribed and directly by a Registered Medical Practitioner, but not for the treatment of drug or alcohol addiction);
7. any Pre-Existing Condition;
8. any congenital anomalies and conditions arising out of or resulting therefrom;
9. dental treatment (except as necessitated by Injury for extraction of sound and natural teeth);
10. cosmetic surgery of any kind;
11. committing or attempting to commit any unlawful act.