



STAMP DUTY  
PAID

# PROGRESSIVE INSURANCE BHD (19002-P)

## HOME PROTECTOR POLICY

### OUR AGREEMENT

#### Applicable for Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **Premium** as specified in the **Policy Schedule** and pursuant to the answers given in **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**.

#### Applicable for Non - Consumer Insurance Contracts

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

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

### WHAT MAKES UP THIS POLICY

*INSURANCE DOES NOT COVER YOU AGAINST EVERYTHING THAT CAN HAPPEN.  
PLEASE READ YOUR POLICY CAREFULLY TO MAKE SURE YOU UNDERSTAND WHAT IT COVERS, THE TERMS AND CONDITIONS APPLICABLE AND MAKE SURE YOU ARE SATISFIED WITH THIS INSURANCE.*

#### **THE HEADING DOES NOT FORM PART OF THE POLICY WORDING.**

The **Policy**, **Schedule** and **Endorsements** must be read together as they form **Your** insurance contract.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Glossary.

The coverage provided under this **Policy** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Policy**.

### YOUR DUTY TO INFORM US

#### **Duty of Disclosure**

##### Applicable for Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** 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** are also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

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

##### Applicable for Non-Consumer Insurance Contracts

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

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

#### **Notice Of Other Insurances**

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

Such notice should be given and endorsed by **Us** in this Policy before the occurrence of any loss or damage.

### INSURING CLAUSE

**We** will insure the Buildings 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 caused by an **Insured event**.

Your Schedule will show if You have insured Your building.

#### 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.

### APPLICABLE WARRANTIES

This Policy is subject to the following Warranties:

#### RESTRICTION OF MERCHANDISE WARRANTY

No part of the premises should be used for the manufacture or deposit or storage of merchandise during the period of insurance.

#### PREMIUM WARRANTY

Premium due to Us must be paid and received by Us within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If the condition is not complied with, this contract shall be automatically cancelled and We shall be entitled to the pro-rated Premium for the period We provide the cover.

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

The onus of proving that the premium payable was received by a person, including an insurance agent who was not authorised to receive such premium, shall lie with Us.

### INSURED EVENTS

#### WHAT IS COVERED

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

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft and Other Aerial Devices and/or articles dropped therefrom
- 4) Impact with any of the buildings:
  - i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:
    - You; or
    - Your family member.
  - ii) For Block of Flats or Apartments, by any road vehicles or animals not belonging to or under the control of:
    - You; or
    - Your agent or servant; or
    - Any person resident on the Private Flats or Apartments.
- 5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
- 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
- 11) Trace for water leakage (Non-Tariff)

#### WHAT IS NOT COVERED

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

- a) The Excess amount stated on the Schedule.
- 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 stated in the Schedule.
- b) Loss or damage to :
  - i) Any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;
  - ii) Metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.
- The Excess amount stated in the Schedule.
- a) The Excess amount stated in the Schedule.
- b) Loss or damage to buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.

### 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.

#### A) 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 maximum limit of liability of this benefit is RM10,000.

##### WHAT IS NOT COVERED

The maximum liability for Death benefit is limited to either Section A or E and not both.

### B) 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 twenty (20) percent of the Total **Sum Insured** on Buildings.

This benefit is in additional to the Total **Sum Insured** as stated on the **Schedule**.

#### WHAT IS NOT COVERED

### C) 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:

- Liability as owner of the insured Building caused by a defect in the buildings.
- Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.  
Our limit of liability shall not exceed the sum specified on the **Schedule**.

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

- 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**.
- 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.

#### WHAT IS NOT COVERED

- Any claims brought against **You** or Spouse, in any country in courts outside Malaysia.
- All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- We** shall not be liable for injury or damage arising out of or incidental to:
  - Ownership, possession or use by or on behalf of **You** or Spouse of any lift, vehicle, vessel or craft of any kind;
  - The carrying out of alterations, additions, repairs or decorations to **Your** buildings;
  - Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the insured Buildings), for insurance for Private Flats or Apartments;
  - Any contractual agreement;
  - Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
  - Any part of the insured Buildings used in connection with **Your** profession or business.

### D) Trace For Water Leakage

#### WHAT IS COVERED

**We** will pay the costs necessarily and reasonably incurred by **You** in tracing or locating the sourcing of the escape of water from any concealed Water tanks, apparatus or pipes installed in or on the building upon the happening of an insured peril giving rise to a claim under the Policy. Such costs shall include the hacking and/or patching the wall and subsequent making good the repairs.

Provided the total liability of the Company for such costs incurred shall be limited to maximum RM5,000/- any one occurrence and in the aggregate any one period of insurance.

#### WHAT IS NOT COVERED

- Loss or damage while the premises is untenanted
- Loss or damage by water discharged or leaking from an installation of automatic sprinklers

### E) Personal Accident

#### WHAT IS COVERED

**You** are covered against bodily injuries as a result of an **Accident** anywhere in the world resulting in the benefit as shown in the below **Table** within three (3) calendar months of the date of the Accident.

	Benefit	Compensation
A.	Accidental Death	RM10,000
B.	Permanent Loss or Disablement as specified below	
B1.	Total and permanent disablement from engaging in or attending to employment or occupation of any kind and every kind.	RM10,000
B2.	Total and permanent loss of all sight in one eye or both eyes	RM10,000

#### WHAT IS NOT COVERED

- Whilst engaging in any trade, technical or sport activity in connection with any aircraft, ship/vessel and / or stevedores.
- Whilst engaging in any police, armed forces, naval or air force service or operations
- Whilst engaging in parachuting, hang gliding, any kind of race (other than on foot or swimming) or trial of speed or reliability.
- Whilst engaging in potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
- Whilst engaging in underwater activities necessitating the use of compressed air or gas.
- Accident caused by suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life)
- Accident caused by pregnancy or childbirth
- Accident caused by insanity
- Accident caused by any pre-existing physical or mental defect or infirmity.
- Accident caused by under the influence of drugs (other than those prescribed by a registered medical practitioner excluding those prescribed for the treatment of drug addiction).
- Accident caused by under the influence of alcohol.

B3.	Total loss by physical severance or total and permanent loss of use of:	
	a. one or two limbs	RM10,000
	b. one or two hands	RM10,000
	c. arm above the elbow	RM10,000
	d. arm at or below the elbow	RM10,000
	e. leg above the knee	RM10,000
	f. leg at or below the knee	RM10,000
B4	Permanent total insanity	RM10,000

The maximum liability for Death benefit is limited to either Section A or E and not both.

#### GENERAL EXCEPTIONS

**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:

- War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- 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;
- 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:

- 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;
- to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
- arising from or in consequence of or contributed to by nuclear weapons material;
- 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.

##### General Exception 4

###### COMMUNICABLE DISEASE EXCLUSION (LMA5394)

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** will not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

#### HOW WE WILL SETTLE YOUR CLAIM

##### 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 – B) Liability to the Public, these persons are deemed to be members of **Your Household**.

### Market Value

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

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

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

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

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

### Our Maximum Liability

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

### Average

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

### Excess

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

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

### Other Insurance

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

### Subrogation

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

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

at **Our** own expense and benefit.

### Fraud

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

### Right of Access and Control

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

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

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

### Arbitration

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

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

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

## HOW TO MAKE A CLAIM

### 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

### Duty of care

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

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

**Reinstatement of Sum Insured**

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

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

**Unvalued Policy Clause**

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

**HOW YOUR POLICY MAY BE CANCELLED**

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.

“**Accident**” means a sudden, unforeseen and fortuitous event

“**Injury / Bodily Injury**” means Injury suffered by You caused solely and directly by accident and shall exclude injury caused by sickness, disease or medical disorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**SST**” means Sales and Services Tax

“**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 months	20% -do-
2 months	30% -do-
3 months	40% -do-

4 months	50%	-do-
5 months	60%	-do-
6 months	70%	-do-
7 months	75%	-do-
8 months	80%	-do-
9 months	85%	-do-
10 months	90%	-do-
11 months	95%	-do-
12 months	100%	-do-

“**Warranties**” means either restriction or obligation that the **Policy** imposes on **You**. A breach of a warranty will entitle **Us** to reject the claim for loss or damage or liability.

“**Wear and tear**” means damage or a reduction in value through age, ordinary use or lack of maintenance.

“**We, Our and Us**” means the insurance company.

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

## SCHEDULE

### Limits of Liability

- We** will not be liable for :
  - Under **Insured event 5** for the first RM50.00.
  - Under **Insured events 7, 8 and 9** for the first one (1) per cent of the Total **Sum Insured** on Buildings or RM200.00 whichever is less.
- Limit of the amount of **Our** liability under Additional Benefit A) Compensation for Death: as per schedule.
- Limit of the amount of **Our** liability under Additional Benefit C) Liability to the Public: as per schedule.
- Geographical Area : Malaysia

**THE FOLLOWING OPTIONAL BENEFITS ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO**

## OPTIONAL BENEFITS

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

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

- Fire, Lightning, Thunderbolt, Subterranean Fire.
- Explosion.
- Aircraft and Other Aerial Devices and/or Articles dropped therefrom.
- 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.
- Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
- Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.
- Hurricane, cyclone, typhoon and windstorm.
- Earthquake and Volcanic Rupture
- Flood including overflow of the sea

- The **Excess** amount stated in the **Schedule**;
- Destruction or damage occurring while the Private Flat/Apartment are left unoccupied.

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

Additional Benefit B) Liability to the Public will now include “cover for accidents caused by a defect in landlord’s household goods and furnishings”.

### 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:

- 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.
- The cost incurred in boarding up such breakage for which **We** are liable.

#### WHAT IS NOT COVERED

- Breakage of or damage to frames or framework of any description;
- Cost of removal or replacement of any **fittings** or **fixtures**;
- Breakage of glass in conservatories, green houses or outbuildings;
- Breakage of glass which is broken or damaged at the commencement of this insurance;
- 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 B) 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.

**OPTIONAL BENEFIT NO. 5 – Increase of Indemnity limits under Additional Benefit B – Rent Insurance**

The limit of liability under the Additional Benefit B - Rent Insurance is increased to (as per policy schedule) per cent of the Total **Sum Insured** on Buildings.

**OPTIONAL BENEFIT NO. 6 – Increase of Indemnity limits under the Additional Benefit C - Liability to the Public**

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

**OPTIONAL BENEFIT NO. 7 – Extension to cover Riot, Strike and Malicious Damage**

**WHAT IS COVERED**

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

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

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

**Average**

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

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

**OPTIONAL BENEFIT NO. 8 – 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**

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

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

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

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

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

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

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



## DISCLOSURE & POLICY STATEMENT

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances: -

- a) The Customer Care Officer of Progressive Insurance Berhad (19002-P) ("Company") at tel: 603 2118 8000 or fax: 603 2118 8103. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.
- b) The Ombudsman for Financial Services (OFS) at tel: 03-2272 2811 or fax: 03-2272 1577  
Any policyholder who is not satisfied with the decision of an insurance company may write to the FMB, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate OFS's reference.

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

The address is:-

**Ombudsman Perkhidmatan Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takaful  
No. 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.  
Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

The address is:-

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

2. By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.
3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.
4. **CONSENT TO USE OF PERSONAL DATA** : Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Data Protection Officer, Progressive Insurance Bhd, Level 6,9 and 10, Menara BGI, Plaza Berjaya 12, Jalan Imbi, 55100 Kuala Lumpur or phone : 603-21188000, fax : 603 21188103 or email : pda@progressiveinsurance.com.my  
By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.

## KETERANGAN & KENYATAAN POLISI

1. Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-

- a) Pegawai Khidmat Pelanggan Progressive Insurance Berhad (19002-P) ("Syarikat") di tel: 603 2118 8000 atau faks: 603 2118 8103. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.
- b) Ombudsman Pengantaraan Kewangan (OPK) di tel: 03-2272 2811 atau faks: 03-2272 1577  
Pemegang polisi yang tidak puas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada OPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada OPK untuk rujukan.

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

Alamat ialah:-

**Ombudsman Perkhidmatan Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takaful  
No. 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur

- c) Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515.  
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.

Alamat ialah:-

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

2. Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pencegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.
3. Boleh dikatakan di mana terdapat konflik atau keaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.
4. **KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI** : Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industri) bagi tujuan menyimpan dan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pepadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di Data Protection Officer, Progressive Insurance Bhd, Level 6,9 dan 10, Menara BGI Plaza Berjaya, 12, Jalan Imbi, 55100 Kuala Lumpur atau menelefon: 603 2118 8000, fax: 603 2118 8103 or email : pda@progressiveinsurance.com.my Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di-atas.